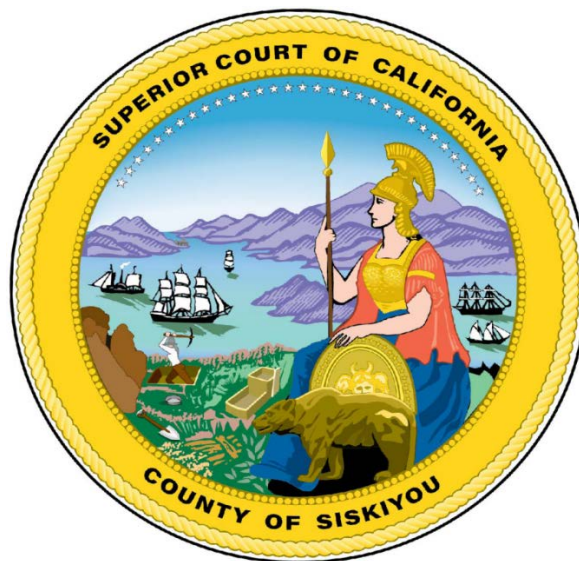


**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SISKIYOU**

**REQUEST FOR PROPOSALS  
(Non-IT Services)**

**JANITORIAL SERVICES**



## **A. BACKGROUND / PURPOSE**

The Superior Court of California, County of Siskiyou ("Court") is requesting proposals from well qualified Proposers to provide janitorial services. Interested and qualified Proposers who can demonstrate their ability to successfully provide the services described in this Request for Proposal ("RFP") are invited to submit a proposal. All written proposals must be submitted to the Court at 311 Fourth St., Rm. 206, Yreka, CA 96097, Attention: CEO.

## **B. DESCRIPTION OF GOODS AND/OR SERVICES NEEDED**

The Court seeks janitorial services meeting the requirements set forth in the Statement of Work for the new Siskiyou County Superior Courthouse at 411 Fourth St., Yreka, CA. The building is approximately 67,240 square feet.

## **C. RFP TIME-LINE**

The Court has developed the following list of key events related to this RFP. The listed dates are not binding upon the Court and subject to change at the discretion of the Court. Changes to the listed dates will be posted on the Court's website.

### **EVENT DATE**

RFP Issued 4/26/2021

Mandatory Pre-Bid Conference (job walk, meet on South St. at 9am) 4/30/2021

Deadline for Questions – 5/5/2021

Proposal Due Date – On or before 5/21/2021 at 5pm

(Late proposals will not be accepted by the Court)

Proposal Evaluation Process Month of May 2021 (estimated)

Notice of Intent to Award Month of May/June 2021 (estimated)

Project Target Start Date Month of June 2021 (estimated)

## **D. RFP PACKET ATTACHMENTS**

### **1. Statement of Work**

Describes in detail the specific services for which proposals are being solicited. Once a contractor has been selected, the Statement of Work will become part of the final Agreement.

### **2. Terms and Conditions**

Proposers are encouraged to review carefully the *Standard Terms and Conditions of Agreement*. Proposers are not required to sign the *Terms and Conditions of Agreement* at this time. The contractor selected to provide services as a result of this RFP process will be required to sign the final version of the *Terms and Conditions of Agreement* upon completion of the negotiation process.

### **3. Required Forms**

All completed or requested forms submitted will become part of Proposer's proposal.

## **E. MINIMUM REQUIREMENTS**

Proposer must meet the minimum requirements listed below. Failure to comply with any one of the minimum requirements may be cause for disqualifying a proposal from further consideration.

The Court may, in its discretion, waive minor deviations or defects. Only those proposals that are deemed as meeting the minimum requirements will be considered for a full evaluation and a possible contract award.

1. **Proposal Submission Deadline.** The proposal must be submitted to the Court on or before the Proposal Due Date. The Court can accept proposals by email at:

[solicitations@siskiyou.courts.ca.gov](mailto:solicitations@siskiyou.courts.ca.gov)

2. **Experience and Capability.** Proposer must have at least three (3) consecutive years documented experience in providing services, similar to the ones being solicited, or as described in this RFP. Please provide such experience as part of your proposal.

3. **References.** Proposer should provide, at a minimum, three references of the Proposer's work quality and performance with similar sized jobs.

### **4. Insurance.**

The selected contractor must procure and maintain insurance coverages as indicated Below for the entire term of an agreement. The Court *Standard Business Terms and Conditions 3.0* describes the Court's specific insurance requirements.

*Standard Business Terms and Conditions Appendix C, Section 3.2 Insurance*

Requirements– Specific Coverages:

- Commercial General Liability
- Commercial Automobile Liability
- Commercial Crime
- Professional Liability
- Workers Compensation/Employer's Liability

5. **Business License and Certifications.** Upon request of the Court, Proposer must submit copies of any current business licenses, professional licenses, certificates or other credentials required by the nature of the contract work to be performed by Proposer.

6. **Registered with the Department of Industrial Relations (DIR)** for Janitorial Services. Please provide copies of registration with the California Department of Industrial Relations with your proposal.

7. **Required Forms.** Proposer must complete and submit all requested information with their proposal.

## F. THE PROPOSAL

In preparing its proposal, Proposer should do so in its own words and take care not to simply copy the language in the RFP. Specific information is requested from all Proposers to ensure that the proposals can be fairly compared in a standard manner. Only that information which is contained in the proposal will be evaluated. Incomplete or inaccurate information may result in disqualification of the proposal.

1. **Summary.** Provide a Summary of your proposal. The Summary should be a general overview of how Proposer intends to accomplish the requirements of this RFP. The Summary should demonstrate the Proposer's understanding of the requirements. The Summary must also address how Proposer meets the minimum requirements.
2. **Work Plan for Providing the Requested Statement of Work Services.** Provide a detailed Work Plan, which must include a proposed method for completing the work set forth in the Statement of Work.
3. **Staff Qualifications.** For each key staff member provide a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
4. **Business License and Certification.** Proposer must submit a copy of all business or professional licenses or certificates required by the nature of the services to be performed and held by Proposer (i.e. California State Board of Equalization Seller's Permit and Business License).
5. **Cost Proposal.** Proposer must submit a Cost Proposal with their complete costs. The Cost Proposal shall include Proposer's pricing for the services described in the Statement of Work. In calculating pricing to be offered, Proposers are cautioned to include all costs associated with providing these services.

## G. EVALUATION OF PROPOSALS

1. The Court shall evaluate the proposals using the criteria set forth in the table below.
2. If a contract is awarded, an Intent to Award Notification will be posted on the Court's website at: <http://www.siskiyou.courts.ca.gov/divisions/administration.htm>

EVALUATION CRITERIA	PERCENT WEIGHTED
Cost Proposal	30%
Quality of Work from References	30%
Experience on Similar Assignments	20%
Credentials of Proposer's Personnel to be Assigned to the Project	10%
Quality of Work Plan Submitted	10%

## H. ADDITIONAL PROVISIONS

### 1. Janitorial Services.

a. The selected contractor will be subject to the requirements of the **Property Service Workers Protection Act** (Labor Code §§ 1420-1434). For more information, visit:

[https://www.dir.ca.gov/DLSE/Janitorial\\_Registration\\_FAQs.html](https://www.dir.ca.gov/DLSE/Janitorial_Registration_FAQs.html).

b. Any Contractor(s) awarded a contract as a result of this RFP must comply with all aspects of the **Displaced Janitor Opportunity Act** (Labor Code §§ 1060-1065) including any employee retention rights and all transition activities.

**STATEMENT OF WORK**  
Janitorial Services  
Superior Court of California, County of Siskiyou

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**1. BACKGROUND/PURPOSE**

- a. This is a request for janitorial services. Proposer will provide all equipment and cleaning supplies needed to adequately perform the services requested. Proposer shall provide services Monday through Friday, except Court holidays. The services will be performed at a time to be determined, while less-intensive day porter services to be provided during the business day (8am to 5pm) within an hour, if requested.

**2. DESCRIPTION OF SERVICES AND DELIVERABLES**

- a. Proposer shall provide janitorial services at the new Siskiyou County Superior Courthouse at 411 Fourth Street, Yreka, CA 96097. The physical and mailing address for the Court's Administrative Office is currently 311 Fourth Street, Room 206, Yreka, CA 96097, but this will change in June 2021.
- b. Proposer will provide all equipment and cleaning supplies needed to adequately perform the services. Proposer shall provide services at hours established by the Court. It is anticipated that services will primarily be provided Monday through Friday, except court holidays. Day porter services shall be provided during the business day, Monday through Friday (8am to 5pm) within an hour, if requested. On occasion, Proposer may be asked to perform other cleaning services not specifically listed in this Statement of Work. Those services shall be performed on a time and material basis.
- c. Proposer shall provide janitorial staff that are reliable, of reputable background and sound character, and meet the training and experience requirements to perform the services. The Court will require background checks. Proposer will complete a background check on all Proposer personnel assigned to work in the Courthouse before starting work in the Courthouse. Proposer shall not assign to the Courthouse any person who refuses to undergo a background check, or any person whose background check reveals (i) a conviction or charge pending court disposition with respect to felonies or misdemeanors involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, moral turpitude, drugs (excluding misdemeanor marijuana convictions), or sexual activity; (ii) a conviction or charge pending court disposition involving a serious felony which is listed in Penal Code Section 1192.7(c) or any violent felony which is listed in Penal Code Section 667.5(c); (iii) a conviction or charge pending court disposition with respect to felonies or misdemeanors contributing to the delinquency of a minor; (iv) a conviction or charge pending court disposition with respect to felonies or misdemeanors involving mob action (a.k.a. gang activity); (v) an outstanding bench warrant; or (vi) a failure to appear in court within six (6) months. Proposer shall be responsible for all

costs of fingerprinting and background checks including all replacement personnel.

- d. Pursuant to Section 1.3 of Appendix C, of the attached Standard Agreement for Non-IT Goods and/or Services (also referred to as the “Model Contract”), Proposer must conduct background investigations on all janitorial staff and any subcontractors to be utilized in the performance of the services prior to assignment to Court. All Proposer personnel working in the courthouse must wear name and/or name & photo identification badges at all times. If Proposer’s personnel fail to display the proper identification, the Court may require them to leave the courthouse immediately. Services that are not performed as a result may be subject to deductions to be taken from the next submitted invoice.
- e. Proposer shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity.
- f. Except as otherwise provided for in this Statement of Work, Proposer will provide all necessary identification badges, uniforms and equipment for the performance of its duties.
- g. Insurance: Proposer shall provide the following types of insurance coverage in accordance with Appendix C, Section 3.0 of the Standard Agreement:
  - i. Commercial General Liability.
  - ii. Commercial Automobile Liability.
  - iii. Commercial Crime.
  - iv. Professional Liability
  - v. Workers Compensation and Employer’s Liability.
- h. Proposer will provide insurance certificates upon Court’s request.
- i. Proposer will be responsible to pay and file all applicable federal and state taxes for its employees.
- j. Proposer shall supply the Court its Federal and State Employer I.D. numbers.
- k. Proposer shall designate a manager or supervisor, responsible for the direct supervision of janitorial staff assigned to provide janitorial services to the Court. The designated manager or supervisor should be reasonably available to discuss issues such as staffing, scheduling and contract administration, with the Court Executive Officer or designee.

## **2. DUTIES OF COURT**

- a. Court will provide Proposer with a means of access to all areas of the building in which Proposers are required to provide services.
- b. For the sake of monitoring and maintaining service levels, the Court Executive Officer or designee will communicate with Janitorial staff if service levels begin

to drop.

- c. The only Court employees authorized to request cleaning services from janitorial staff are the Court Executive Officer, or designee.

### **3. GENERAL DUTIES OF PROPOSER**

- a. Proposer shall comply with all provisions of the rules and regulations set forth by the State of California Department of Consumer Affairs, the laws contained in the State of California Penal Code and any applicable Federal, City or County laws, ordinances and regulations in the performance of the services agreed to herein.
- b. Proposer 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 requested; and (ii) Proposer will perform the Services in the most cost effective manner consistent with the required level of quality and performance. All Services provided by the Proposer shall be performed in such a way that the finished result is equal to or exceeds the high standards required to reflect the Court's position as a public forum within the community. All Services shall be performed as specified in this Statement of Work and in no way shall any time limits set forth by the Proposer interfere with the quality of work performed to maintain the Courthouse at the highest standards in compliance with this Statement of Work.
- c. Janitorial staff may not read, inspect or attempt to duplicate (in any manner) any files, documents or other artifacts that they may encounter during the performance of the work requested. This includes any files, documents or other artifacts placed in a wastebasket, trash can or recycle bin as trash or recycling.
- d. Janitorial staff may not disclose any personal, private, confidential or proprietary information they may have encountered or discovered while performing work for the Court. This includes any such items placed in a wastebasket, trash can or recycle bin.

### **4. COURT REQUIREMENTS:**

- a. Proposer is responsible for damaged or lost materials of Court caused by service provider. Proposer shall reimburse Court for the cost of any damaged property.
- b. Any accidental damage to any Court property must be reported the next business day, in writing, to the Court Executive Officer or designee.
- c. Proposer is not responsible for removing materials from desks, shelves, counters, files, or any other areas for cleaning purposes.
- d. Proposer must not remove anything from premises except items in



wastebaskets, recycling bins, or items clearly marked for removal as “Trash” or “Recycling”.

- e. Any items referred to generally that may require more specialized consideration will be interpreted and/or negotiated to the satisfaction of the Court Executive Officer (CEO), or designee, on an individual basis. Any and all work performed by the Proposer shall be subject to review and approval by the Court Executive Officer or designee.
- f. The Court reserves the right to add or delete any given type of janitorial work to the requirements described in General Duties, Section 7 of this Statement of Work. The cost shall be calculated or negotiated at the time the change is required. There may be a need for janitorial services on weekends for special after-hours events, including but not limited to Court outreach events held after hours or Court jury proceedings that continue after hours. Notification will be given to the Proposer identifying the type of service and areas to be serviced.

## 5. PERFORMANCE REQUIREMENTS AND CRITERIA:

- a. The Court will conduct random inspections to ascertain the Proposer’s compliance with contractual terms. Complaints of unsatisfactory performance will also be evaluated by the Court to ascertain if the Proposer’s performance standards are being satisfactorily met. If the Court’s findings indicate a less than satisfactory service, the Court will issue finding points as noted below. The number of finding points will be calculated monthly. As a result of unsatisfactory performance, the Court will pay the Proposer based on the offsets provided below. The Proposer may discuss the finding points with the Court, but the issuance of said points is ultimately at the Court’s discretion.

<b>Finding</b>	<b>Finding Points</b>
Daily’s	1-5
Weekly’s	2-7
Monthly’s	5-7
Semi-annual	7-10
Special call out not responded to within the specified contract timeframe of one hour (janitor must be onsite at the impacted facility within the timeframe.)	25
Propping exterior doors open during a shift	50
Providing unauthorized access to court facilities	50

<b>Finding Point Total</b>	<b>Monthly Payment Offset</b>
0-10	0%
10-24	2%
25-50	5%
51-100	10%
101-200	15%

- b. Any monthly findings over 100 points requires the Proposer to submit a performance improvement plan to the Court Executive Officer or designee.
- c. Inspection shall not relieve the Proposer of its obligations to inspect and furnish material and workmanship in accordance with the Scope. Imperfections of materials or workmanship overlooked by the inspectors shall not be exempted from rejection if they shall later be discovered.
- d. Proposer's designated supervisor shall perform a quarterly inspection of the Work performed at the Facilities and submit a written report to the Court Executive Officer or designee which shall provide enough detailed information to determine if the Proposer is performing the Work in accordance with this Statement of Work. The Court Executive Officer or designee may then instruct the Proposer's designated supervisor to take immediate and appropriate action to resolve any noted deficiencies. In addition, the quarterly report shall contain a section which generally reports on quantities used of the following: paper towels, toilet paper, toilet seat covers, liquid hand soap, waste receptacle bag liners and sand for cigarette urns.
- e. Proposer will maintain a Janitorial Tasks Log which reflects the daily, weekly, monthly, and semi-annual services provided by the Proposer. The Janitorial Tasks Log will be updated daily and be provided to the Court in accordance to direction from the Court Executive Officer or designee.
- f. Any vandalism, missing equipment, graffiti, etc., is to be reported in writing (can be via email) to Court Executive Officer or designee by the next business day.

## **6. SUPPLIES:**

- a. Proposer will provide all cleaning supplies, equipment and materials, which will include all paper products, trash liners, cleaning agents and all other materials to perform the required services.
  - i. The Court prefers and requests the use of cleaning supplies, equipment and methods that are environmentally friendly and safe; in addition, the Court requests cleaning agents to be non-toxic and free from odors or heavy perfumes.
- b. Material Safety Data Sheets (MSDS) will be provided to the Court Executive Officer or designee upon request, of any cleaning solutions and agents to be used on site.
- c. Proposer will maintain current MSDS records on site in an area designated by Court Executive Officer or designee.
- d. The Court will make available to Proposer light, power, and hot and cold water as may be required for the performance of the Work. Proposer shall provide and maintain in good working order all janitorial equipment. Proposer shall

provide restroom and general supplies and be responsible for keeping applicable dispensers full. Unless otherwise agreed to by Court, Proposer shall obtain refill products which are compatible with existing dispensers in the Court facilities (i.e. paper towels, toilet paper, toilet seat covers, liquid hand soap, etc.). Court reserves the right to request replacement supplies in the event supplies provided are not of a quality that meets the Court's needs. Equipment and supplies necessary to perform the janitorial services include, but are not limited to: brooms, mops, HEPA vacuums, buffers, polishes, detergents, cleaning agents, disinfectants, wax, wax machines, brushes, buckets, hand soap and paper products for dispensers, waste receptacle bag liners, sand for cigarette urns, etc.

- e. All unused products and empty containers shall be properly disposed of by the Proposer as required by federal, state and local laws and regulations.
- f. All goods provided must be new.

## **7. GENERAL DUTIES OF JANITORIAL STAFF:**

- a. Regular Services – Entrance, Lobby, Clerk Service Counters, Public Hallways, Open Office Areas, Private Offices, Copy Rooms, Conference Rooms, Restricted Internal Hallways, Breakrooms, Jury Assembly Area, Public Waiting Areas, Courtrooms, Jury Suites, Security and In-Custody Areas, and Stairwells. For all areas to be cleaned, Proposer shall use products that are compatible and safe for the specific surface or material, floor, furniture, etc. that is being cleaned. The Court shall provide specific Care & Maintenance Manuals after a Proposer is selected for a contract. Proposer should also consider an electrostatic sprayer for sanitization.
  - i. Daily:
    - 1. Empty all indoor and outdoor waste & recycle receptacles, replace plastic liners, as needed, and remove trash & recycling to designated outside disposal areas. Clean and sanitize interior and exterior of containers. Cardboard boxes not already broken down, should be broken down and removed to recycle receptacle in disposal area.
    - 2. Vacuum all carpeted areas as needed, to remove obvious dirt and debris.
    - 3. Vacuum public entry mats.
    - 4. Clean and sanitize tabletops, seats and backs of chairs in breakroom, and damp clean pedestals or legs.
    - 5. Sweep/dust mop all resilient and hard floors and public stairs to remove obvious dirt and debris.
    - 6. Spot clean all display case glass and calendar display monitor glass, clerk service window glass, Self-Help Center glass, glass railing on stairs, on 2<sup>nd</sup> Floor hallway, and 2<sup>nd</sup> Floor waiting area, and reception lobby glass, including front door, security area and any other partition or door glass as needed to remove obvious

dirt or fingerprints.

7. Spot clean walls of stains and marks as needed.
8. Pick up and dispose of paper scraps and trash left on floors in public lobbies, public hallways and restricted hallways and areas.
9. Pick up and dispose of paper scraps and trash left on tables, benches or chairs in public lobbies and hallways and dispose of them.
10. Clean and sanitize drinking fountains.
11. Clean and sanitize front security screening counter and table; clerk service counters, tabletops in courtrooms, jury deliberation room tables and conference room tables (if documents, files, equipment etc. have been removed from those surfaces) with a product which is compatible and safe for the surface composition.
12. Clean and sanitize all kitchen and bathroom fixtures and floors. (Such as: Clean, sanitize and polish all fixtures including sinks and countertops, toilet bowls, urinals and hand basins. Clean brightwork fixtures. Clean all glass and mirrors, sweep, damp mop and sanitize hard floors).
13. Refill all dispensers to normal limits, where a dispenser is provided, as needed: soap, paper towels, toilet seat covers and toilet paper.
14. Spot clean all bathroom walls, doors, light switches, ledges, grilles, splashboards and stall partitions.
15. Clean and sanitize all hand railing in public areas.
16. Empty cigarette urns at all smoking areas.

ii. Weekly (in addition to the Daily):

1. Wipe down and sanitize all furniture including desks, chairs, file cabinets, bookcases, shelves and tables (only if documents, files, equipment, etc. have been removed from surface) and spot clean as needed.
2. Damp mop resilient and hard floors, including elevator floors with a product which is compatible and safe for the floor composition and which does not leave a slippery film on the floor.
3. Wipe down and sanitize all horizontal surfaces including tops of trash bins, sills, ledges, moldings, ducts, lobby bench and public corridor benches.
4. Wipe down and dust-off artificial plants in lobby.
5. Spot clean all walls, doors, door windows, frames, light switches as needed, wipe and sanitize all doorknobs or handles.
6. Remove graffiti from interior wall surfaces if needed.
7. Remove dust and cobwebs from ceiling and wall areas in all interior

locations, including main lobby feature wall.

8. Thoroughly vacuum all carpeted rooms
9. Vacuum all cloth chairs in jury assembly, courtrooms, attorney/client/witness rooms, self-help & facilitator areas, public waiting area, children's waiting room, and mediation room.
10. Check for gum on and under benches and remove and clean area as necessary.
11. Polish/wax furnishings or finishes within the courtrooms with products which are safe for the wood or laminate materials.
12. Clean and polish kick plates, push plates and push bars; remove all foreign residue on or around door and components.
13. Clean and sanitize all hand railing in all restricted areas, corridors, and stairwells.
14. Clean and sanitize all elevator interiors and polish all bright work.
15. Stairwells:
  - a. Sweep or vacuum steps, landings, etc.
  - b. Remove dust and cobwebs from ceiling and wall areas.

iii. Monthly (In addition to Daily and Weekly):

1. Dust shades/blinds, window frames and grilles/vents.
2. Clean and mop main lobby stairs with a product which is compatible and safe for the stone.
3. Remove sand, damp clean, and replace sand in all cigarette urns. If the sand is contaminated by food, drink, or other products, the sand may need to be replaced more frequently.

iv. Semiannual (In addition to daily, weekly, monthly):

1. Floor maintenance (these work hours shall not be included in the minimum daily productive hours).
  - a. Strip all hard and resilient floors, entrances, lobbies, restrooms and corridors and apply one seal coat and two finish coats of floor finish which is compatible with floor compositions and odor free as much as possible.
  - b. Mechanically clean all carpets in the building. Carpeted floors in high traffic areas may require cleaning more frequently as directed by the Court Executive Officer, or designee.

b. General:

i. Daily:

1. Secure exterior doors prior to the end of the work shift, if shift ends after normal business hours.
2. Lock rooms that are normally kept locked.
3. Report fires, hazardous conditions and any evacuation of

building to appropriate fire or security organizations and Court representatives, as designated.

4. Notify Court Executive Officer or designee of any irregularities (i.e. defective plumbing, items in need of repair, unlocked doors, inventory requirements, etc.).
5. Report problems with pests/insects to Court Executive Officer or designee.

c. Miscellaneous Services:

Special call out and additional services performed as directed by the Court and performed at an additional cost included in Scope at the rate agreed to in writing by the Court and Proposer **with a response time of no less than one hour**:

- i. Clean up overflow toilet (when performed as special call out service).
- ii. Clean up vomit, body fluids, fecal matter, urine, blood, etc. (when performed as special call out service).
- iii. Appropriately and promptly disinfect areas that have been exposed to individuals with possible communicable diseases (e.g. MRSA, staph infection etc. when performed as special call out service).
- iv. Additional and/or emergency services as requested by the Court.

Special call out and additional services performed as directed by the Court and performed at an additional cost included in the Scope at the rate agreed to in writing by the Court and Proposer:

- v. Interior window cleaning.
- vi. Upholstery cleaning.

## 8. GENERAL CONDITIONS:

- a. All staff on any janitorial crew shall be able to read, write, speak and understand the English language to the extent required for communication in person, via telephone, and in writing with designated Facilities and Court representatives in connection with the janitorial duties to be performed. Further, the communication ability shall extend to being able to call the appropriate law enforcement agencies in the event of a break-in or inadvertent activation of a fire or smoke alarm system.
- b. Proposer will be required to ensure that the building is properly secured and locked when they are the last individuals to leave the building after hours. In addition, the Proposer shall ensure that all employees are properly trained on safety and emergency procedures (such as evacuations due to fire, etc.) for the facility.
- c. Proposer shall notify Court of any irregularities noted during performance of services including, but not limited to, doors left unlocked, lights not working or left on, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture.
- d. No unauthorized visitors or workers will be allowed on the Facilities premises.

The Court must approve, in advance, all individuals visiting or working in the Facilities. Under no circumstances shall Proposer's employees admit anyone, including Court Employees, to areas controlled by a key in their possession. All windows shall be closed and locked upon completion of cleaning operations in the area. All exterior doors shall remain locked and closed at all times. The Court shall identify which interior doors are to be closed and/or locked upon completion of cleaning operations in the area. All areas shall be double-checked at the end of each shift to verify the areas are secured.

- e. If the Court finds any of Proposer's employees to not be satisfactorily performing the services as described in this Statement of Work, the Court shall reserve the right to direct the Proposer to replace the employee immediately. This provision in no way requires the Proposer to terminate the employment of any employee replaced pursuant to this paragraph. Nor, by the terms of this section, does the Court endorse or approve (expressed or implied) any termination by Proposer of any employee replaced pursuant to this paragraph.
- f. Proposer is responsible for maintaining satisfactory standards for employees in regard to conduct, appearance, and integrity (e.g. use of foul language, use of Court staff's personal items, cooking, phone and TV usage). The Proposer's employees shall always present a neat and clean appearance while performing work at the Facilities and shall abide by appropriate dress requirements. Use of strong scents (i.e. cologne, after shave products, etc.) may be restricted by Court due to allergy sensitivities of some Court employees, as directed by Court Administration.
- g. Proposer shall ensure that staff keep voices and other audio devices at a low decibel level so as not to disturb Court staff.
- h. Proposer shall conduct its Work in a manner that will cause a minimum of inconvenience to the Court's employees and the general public. The Court's business must be maintained without interruption during the progress of the Work, and no unnecessary interference will be permitted.
- i. Proposer's employees are prohibited from using the bathroom facilities in the judges' chambers for any personal needs.
- j. Proposer shall be able to sufficiently perform decontamination of areas that have been exposed to common communicable diseases and blood borne pathogens. Proposer will respond to such requests timely when notified by court staff and use an appropriate disinfecting agent and/or process to remediate the area.
- k. Proposer shall have all employees working in the Facilities fingerprinted, at Proposer's expense, by the Siskiyou County Sheriff's Department. Verification of clearance for any employee with access and entry into the Facilities must be received by the Court PRIOR to the start of work. For Proposer's employees, Sub Proposers, or agents performing work, and with access to Court premises in the performance of their Work under this Scope, Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court premises or systems or at any other time. Proposer will cooperate with Court in the performance of any background check.

Proposer will provide prompt Notice to Court of any person refusing to undergo such a background check and will immediately remove such person from the project. If necessary, Proposer will assist Court with obtaining all releases, waivers, or permissions required for the performance of the background check and/or release of such information to Court. All employees and/or Sub Proposers of Proposer providing janitorial services must disclose if they have any case(s) pending before the Court. The Court will review each case and determine whether the employee's involvement with the case and their presence in the courthouse exposes the Court to undue risk. At the Court's request, Proposer will provide an alternative employee to perform these services. Proposer's employees and/or Sub Proposers must have previously completed an employment eligibility verification form with their employer, as proof of their legal right to work in the United States.

- l. All employees shall be identified while on the premises by picture identification card and/or by shirt, blouse or smock, with a name tag indicating the company name or logo in print large enough to be read easily. Proposer shall be responsible for the cost of these items. Proposer's employees shall present a professional appearance while working on the Court's premises and shall not wear shorts, cut-off pants, sweatpants, pajama bottoms, jogging suits, or ripped, torn, or patched clothing while working at a Court facility.
- m. Court shall furnish Proposer all necessary keys and/or access cards for the courthouse. Proposer shall maintain a file of key assignment cards for each employee, subject to inspection by Court. Keys shall be numbered and assigned by number. During working hours, keys shall be in the possession of an employee of Proposer and shall not be left in a door or left out in plain sight. Keys shall not be duplicated. Proposer shall pay all costs incurred by Court due to the negligent handling of keys by Proposer's employees. Proposer shall notify the Court immediately if a key or access card is lost, stolen, misplaced, or otherwise falls out of the possession of Proposer.

#### **9. WORK PERFORMED:**

- a. All of the above work is to be completed in a workmanlike manner according to standard practices.

#### **10. WORK HOURS AND HOLIDAYS:**

- a. The Proposer will provide these services five days per week, Monday through Friday except for holidays.
- b. The Proposer's hourly schedule for these services will be determined by the agreement of the parties. Regardless of schedule, Proposer is expected to fulfill all terms of the Scope of Work.
- c. Proposer shall provide relief personnel as necessary to ensure that each assignment is performed per specifications and deliverables, regardless of employee absenteeism.
- d. Holidays honored at all locations are New Year's Day, Martin Luther King, Jr., Day, Lincoln's Day, President's Day, Cesar Chavez Day, Memorial Day,



Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

- e. If a holiday occurs on a Sunday, it will be observed on the following Monday. If a holiday occurs on a Saturday, it will be observed on the preceding Friday. If the Work must be completed on the night before a holiday. Proposer is responsible for obtaining a schedule of holidays from the Court. The Court reserves the right to change holidays and will provide Proposer with reasonable notice regarding any date changes.

## **11. CUSTOMER SERVICE:**

- a. The Proposer's customer service process shall ensure that all routine business customer service issues are addressed in a consistent manner, including problem escalation and resolution. The Proposer must respond to all messages within a time period of eight (8) business hours (business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday). The customer service process includes, but is not limited to:
  - i. Customer service organizational structure.
  - ii. Contact process (phone, email, fax, etc.).
  - iii. Follow up process.
  - iv. Internal procedures to track customer service contact and resolution.
  - v. Escalation process to resolve outstanding customer service issues.

AGREEMENT NUMBER

**[Agreement number]**

1. In this agreement ("Agreement"), the term "Contractor" refers to **[Contractor name]**, and the term "Court" refers to the **Superior Court of California, County of [ ]**.
2. This Agreement is effective as of **[Date]** ("Effective Date") and expires on **[Date]** ("Expiration Date").  
This Agreement includes one or more options to extend through **[Date or "N/A"]**.
3. 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 and (ii) \$**[Dollar amount]** during the Option Terms.)
4. The purpose or title of this Agreement is: **[Purpose or descriptive title]**.

*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 – Goods and Services

Appendix B – Payment Provisions

Appendix C – General Provisions

Appendix D – Defined Terms

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF [ ]</b>	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized) <b>[CONTRACTOR NAME]</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>
DATE EXECUTED <b>[Date]</b>	DATE EXECUTED <b>[Date]</b>
ADDRESS <b>[Address]</b>	ADDRESS <b>[Address]</b>

## APPENDIX A – GOODS AND SERVICES

### 1. Background and Purpose.

Janitorial Services for new courthouse located at 411 Fourth Street.

### 2. Services and/or Goods

- 2.1 Description of Services/Goods/Deliverables.** Contractor shall perform the following (Services/Goods/Deliverables”:
- \_\_\_\_\_
- 2.2 Material Safety Data Sheets.** If some or all of the Goods being used by Contractor are on CAL OSHA's "Hazardous Substances List," Contractor will, upon request, forward a completed Material Safety Data Sheet (MSDS) to the Court.
- 2.3 Goods Warranties.** Contractor warrants that the Goods supplied for their intended purposes, be free from all defects in materials and workmanship, in compliance with all applicable specifications and documentation.
- 2.4 Acceptance Criteria.** The Services/Goods/Deliverables must meet at an acceptable level or the Court may reject the applicable Services/Goods/Deliverables. The Court may use an evaluation form to notify Contractor of the unacceptable or rejected Services/Goods/Deliverables. Contractor will not be paid for any rejected Services/Goods/ Deliverables that have not been cured within the time specified.
- 2.5 Timeline.** Contractor must perform and provide the Services/Goods/Deliverables according to the Statement of Work.
- 2.6 Project Managers.** The Court’s main contact is: [Insert name]. The Court may change its main contact 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.
- 2.7 Service Warranties.** Contractor warrants that: (i) the Services/Goods/Deliverables 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 requested; 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.
- 2.8 Resources.** Contractor is responsible for providing any and all, materials and resources (including personnel, and supplies) necessary and appropriate for performance of the Services/Goods/Deliverables and to meet Contractor's obligations under this Agreement.
- 2.9 Commencement of Performance.** This Agreement is of no force and effect until signed by both parties. Any commencement of performance prior to final signature shall be at Contractor's own risk.
- 2.10 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.

**3. Acceptance or Rejection.** All Services/Goods/Deliverables are subject to acceptance by the Court. The Court may reject any Services/Goods/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 Services/Goods/Deliverables (other than for late performance or delivery), Contractor shall modify such rejected Services/Goods/Deliverables at no expense to the Court to correct the relevant deficiencies and shall redeliver such Services/Goods/Deliverables 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 Services/Goods/Deliverables. The Court may terminate that portion of this Agreement which relates to a rejected Services/Goods/Deliverables at no expense to the Court if the Court rejects that Services/Goods/Deliverables (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

## 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/Goods/Deliverables.** Contractor will invoice the following amounts that the Court has accepted:
  - \_\_\_\_\_
- 2.3 **No Advance Payment.** The Court will not make any advance payment for Services/Goods/Deliverables.
- 2.4 **Delivery.** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid by the Court unless it is expressly stated herein.
- 2.5 **Withholding.** When making a payment tied to the acceptance of Services/Goods/Deliverables, the Court shall have the right to withhold a certain percentage of each such payment until the Court accepts the Services/Goods/Deliverables.
3. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the Court.
4. **Invoicing and Payment**
  - 4.1 **Invoicing.** Contractor shall submit invoices to the Court in arrears no more frequently than monthly. All invoices will be sent to the address listed below. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum (i) the Agreement number, (ii) Vendor's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the Services/Goods/Deliverables received and performed. Contractor shall adhere to reasonable billing guidelines issued by the Court from time to time.

Superior Court of California, County of Siskiyou  
Attention: Administration  
311 Fourth Street, after 6/14/2021 – 411 Fourth Street  
Yreka, CA 96097
  - 4.2 **Payment.** The Court will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods/Services/Deliverables, in accordance with the terms of this Agreement. Payment is due thirty (30) days from receipt of a correct, itemized invoice.
    - (A) 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.
    - (B) Amounts owed to the Court due to rejections of Services/Goods/Deliverables or discrepancies in an invoice will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment by the Court. The Court has the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court pursuant to this Agreement or any other transaction or occurrence.
  - 4.3 **No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Services/Goods/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.

5. **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 pursuant to this Agreement.

## APPENDIX C – GENERAL PROVISIONS

### 1.0 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 and 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 Contractor that the person is unacceptable to the Court.

### 2.0 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.

### **3.0 Insurance**

- 3.1 General Requirements for Contractor's insurance that is required during the term of the Agreement:**
- A.** Contractor shall maintain the required insurance for its operations with an insurance company or companies that are rated "A- VII" or higher by A.M. Best's key rating guide and authorized to do business in the State of California. If Contractor is a public agency, the insurance may be provided through a joint power authority formed for the purpose of jointly self-insuring the cost of claims and insurance costs.
  - B.** For all insurance policies required by this section 3.0, Contractor shall declare any deductible or self-insured retention (SIR). Any deductible or SIR shall be clearly stated on the appropriate certificate of insurance.
  - C.** If self-insured, Contractor agrees to administer its self-insurance program in a commercially reasonable manner to ensure the availability of funds to cover losses required to be insured under the terms of this section 3.0.
  - D.** Contractor, prior to commencement of the Services, shall provide the Court with certificates of insurance and signed insurance policy endorsements, on forms acceptable to the Court, as evidence that the required insurance is in effect.
  - E.** All insurance policies required under this section 3.0 shall be in force until the end of the term of this Agreement or completion of the Services, whichever comes later.
  - F.** If the insurance expires during the term of the Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements, or Contractor may be declared in breach of this Agreement. The Court reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the Court. Contractor must provide renewal insurance certificates and signed policy endorsements to the Court at least ten (10) days following the expiration of the previous insurance certificates and signed policy endorsements.
  - G.** In the event Contractor fails to keep in effect the specified insurance coverage, the Court may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
  - H.** Contractor, and any insurer (by policy endorsement) providing insurance required under the terms of this section 3.0, shall waive any right of recovery or subrogation it may have against the State of California, the Judicial Council of California, and the Superior Court of California, County of Siskiyou and their respective elected and appointed officials, judges, officers, and employees for



direct physical loss or damage to the work, or for any liability arising out of the Services performed by Contractor under this Agreement.

- I.** All insurance policies required under this section 3.0 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days' prior written notice to the Court. Notice to the Court of cancellation or material change is the responsibility of the Contractor.
- J.** Contractor shall be responsible for and may not recover from the State of California, the Judicial Council of California, or the Superior Court of California, County of Siskiyou any deductible or self-insured retention that is connected to the insurance required under this section 3.0.
- K.** The insurance required under this section 3.0 shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the State of California, the Judicial Council of California, or the Superior Court of California, County of Siskiyou.
- L.** The cost of all insurance required by this section 3.0 is the sole responsibility of Contractor and is a component part of Contractor's agreed compensation.
- M.** Contractor shall require insurance from subcontractors and their sub-subcontractors with substantially the same terms and conditions as required of Contractor under "Insurance Requirements" herein below and with limits of liability, which in the opinion of Contractor are sufficient to protect the interests of Contractor, State of California, the Judicial Council of California, and the Superior Court of California County of Siskiyou.

**3.2 Insurance Requirements:** From the beginning of the performance of the Services, the Contractor shall maintain, at a minimum and in full force and effect, the following insurance:

- A. Commercial General Liability:** Commercial General Liability insurance (and if required Excess/Umbrella Liability insurance) for all of its operations written on an occurrence form with limits of not less than \$1 million per occurrence and a \$1 million annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not include exclusion for loss resulting from explosion, collapse, or underground perils. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability.
- B. Commercial Automobile Liability:** If one or more automobiles is used in the performance of the Services, Commercial Automobile Liability insurance covering liability arising out of the operation, use, loading, or unloading of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Services, with limits of not less than \$1 million combined single limit per accident.
- C. Workers' Compensation and Employers Liability:** Statutory Workers' Compensation insurance for all of the employees who are engaged in the Services, including special coverage extensions where applicable and Employers Liability insurance with limits not less than \$500,000 for each accident, \$500,000 as the aggregate disease policy limit, and \$500,000 as the disease limit for each employee.
- D. Commercial Crime Insurance:** Commercial Crime insurance endorsed to cover loss of money, securities, or other property, with intrinsic value, belonging to the Court, if the loss is the result of the dishonest acts of Contractor or its employees, whether acting alone or in collusion with others. The policy shall provide limits of not less than \$100,000 per occurrence.

**4.0 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 Services/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 Services/Goods/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.

**5.0 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 [3] consecutive one-year terms at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, 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.

**6.0 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.

## **7.0 Termination**

**7.1 Termination for Convenience.** The Court may terminate, in whole or in part, this Agreement for convenience upon sixty (60) 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 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, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the Court's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

**B. Replacement.** If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Court 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 Court for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue any Services not terminated hereunder.

**7.6 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.

**8.0 Assignment and Subcontracting.** Contractor 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 Court. 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.

**9.0 Notices.** Notices must be sent to the following address and recipient:

<b>If to Contractor:</b>	<b>If to the Court:</b>
<u>[name, title, address]</u>	<u>[name, title, address]</u>
<u>With a copy to:</u>	<u>With a copy to:</u>

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.

## 10.0 Provisions Applicable to Certain Agreements.

**10.1 Union Activities Restrictions.** 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, and Gender Discrimination.** Contractor is in compliance with, and throughout the Term will remain in compliance with, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

**10.3 Child Support Compliance Act.** 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 Recycling.** 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.

- 10.5 Antitrust Claims.** 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.
- 10.6 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.
- 10.7 Janitorial Services or Building Maintenance Services.** 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.
- 10.8 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 (75%) of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

#### **11.0 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.



## 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.