

**ATTACHMENT 2**  
**SAMPLE AGREEMENT**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA**  
**STANDARD AGREEMENT [REV JULY 2018]**

AGREEMENT NUMBER
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1. In this agreement (“Agreement”), the term “Contractor” refers to \_\_\_\_\_, and the term “JBE” (*Judicial Branch Entity*) refers to the **Superior Court of California, County of Santa Barbara**.

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2. This Agreement is effective as of \_\_\_\_\_, **2024** (“Effective Date”) and expires on \_\_\_\_\_, **2025** (“Expiration Date”). This Agreement includes one or more options to extend through \_\_\_\_\_, **2030**.

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3. The maximum amount the JBE may pay Contractor under this Agreement is \$ \_\_\_\_\_ (the “Contract Amount”). The maximum amount the JBE may pay Contractor is (i) \$ \_\_\_\_\_ during the Initial Term, and (ii) \$ \_\_\_\_\_ during each Option Term.

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4. The purpose or title of this Agreement is: **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.*

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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 – Statement of Work  
Appendix B – Payment Provisions  
Appendix C – General Provisions  
Appendix D – Defined Terms

Exhibit A – Darfur Contracting Act Certification  
Exhibit B- Unruh Civil Rights Act & CA FEHA Act Certification  
Exhibit C1 Contractor Acknowledgment and Confidentiality Agreement  
Exhibit C2 Contractor Employee Acknowledgment and Confidentiality Agreement  
Exhibit D – Displaced Janitor Opportunity Act

JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Superior Court of California, County of Santa Barbara</b>	
BY ( <i>Authorized Signature</i> ) 	BY ( <i>Authorized Signature</i> ) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Darrel E. Parker, Superior Court Executive Officer</b>	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED
ADDRESS 1100 Anacapa Street, 2 <sup>nd</sup> Floor Santa Barbara, CA 93101	ADDRESS

**APPENDIX A  
 STATEMENT OF WORK**

**1. INTRODUCTION**

The Superior Court of California, County of Santa Barbara conducted a competitive procurement, specifically, RFP 212203 for the provision of janitorial services for court facilities county-wide. Contractor shall provide the janitorial services as contained within this Statement of Work and at the frequency listed herein.

**2. GENERAL DESCRIPTION – FACILITIES**

**2.1 SANTA BARBARA COURT FACILITIES**

<b>Figueroa Building</b> 118 East Figueroa Street Santa Barbara, CA 93101	<b>Approx. Square Feet:</b> <b>44,470</b>  <b>6 Courtrooms</b>	<b>24 Restrooms</b> <ul style="list-style-type: none"> <li>• 16 Single</li> <li>• 1 – 1 Stall</li> <li>• 2 – 2 Stall</li> <li>• 4 – 3 Stall</li> <li>• 1 – 5 Stall</li> <li>• 4 Urinals</li> </ul> <p><b>Janitorial Closets/Bulk Supply Storage:</b> Located at the back entrance (parking lot) to Figueroa, there is a secured storage room just outside the double wood doors.</p> <p><b>Individual Janitorial Closets:</b> Two secured closets, one on the street level next to Courtroom Department 9 between the men’s and women’s restrooms, and one located on the top floor next to the Administration Office between the men and women’s restrooms.</p> <p><b>Both Individual closets have faucets and floor drainage.</b></p>
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<b>Santa Barbara Jury Services</b> 1108 Santa Barbara Street Santa Barbara, CA 93101	<b>Approx. Square Feet:</b> <b>8,520</b>  1 Courtroom	<b>4 Restrooms</b> <ul style="list-style-type: none"> <li>• 2 Single</li> <li>• 1 – 2 Stall</li> <li>• 1 – 4 Stall</li> <li>• 2 Urinals</li> </ul> <p><b>Janitorial Closets/Bulk Supply Storage:</b> There is a secured janitorial closet in the women’s restroom that has some supply storage.</p> <p><b>Janitorial closet has a faucet and floor drainage.</b></p>
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**2.2 LOMPOC AND SOLVANG COURT FACILITIES**

<b>Lompoc Division</b> 115 Civic Center Plaza Lompoc, CA 93463	<b>Approx. Square Feet:</b> <b>11,730</b>  2 Courtrooms	<b>9 Restrooms</b> <ul style="list-style-type: none"> <li>• 7 Single</li> <li>• 1 – 1 Stall</li> <li>• 1 – 2 Stall</li> <li>• 2 Urinals</li> </ul>
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**Janitorial Closets/Bulk Supply Storage:** No secured closet. The janitorial supplies may be stored in the shower area in the Civil Clerk’s area restroom. Mop buckets may be filled and emptied in this restroom.

<b>Solvang Division</b> 1745 Mission Drive Solvang, CA 93463	<b>Approx. Square Feet:</b> <b>5,349</b>  1 Courtroom	<b>4 Restrooms</b> <ul style="list-style-type: none"> <li>• 1 Single</li> <li>• 2 – 2 Stall</li> <li>• 1 – 4 Stall</li> <li>• 3 Urinals</li> </ul>
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**Janitorial Closets/Bulk Supply Storage:** There is a small metal cabinet in the women’s restroom area where some supplies may be kept. There is also a small shared closet outside the restrooms. The closet is shared with General Service’s staff who are County employees. There is no bulk storage at this facility. Mop buckets may be filled and emptied in the kitchen area.

**1.3 SANTA MARIA COURT FACILITIES**

<b>Building B</b> <b>Santa Maria Division</b> 312 East Cook Street Santa Maria, CA 93454	<b>Approx. Square Feet:</b> <b>3,450</b>  1 Courtroom	<b>2 Restrooms</b> <ul style="list-style-type: none"> <li>• 1 Single</li> <li>• 1 – 2 Stall</li> </ul>
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**Janitorial Closets/Bulk Supply Storage:** Located in Buildings C, E, and G

<b>Building C</b> <b>Santa Maria Division</b> 312 East Cook Street Santa Maria, CA 93454	<b>Approx. Square Feet:</b> <b>3,000</b>  2 Courtrooms	<b>2 Restrooms</b> <ul style="list-style-type: none"> <li>• 7 Single</li> <li>• 1 – 1 Stall</li> <li>• 1 – 2 Stall</li> <li>• 3 Urinals</li> </ul>
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**Janitorial Closets/Bulk Supply Storage:** Secured Janitorial closet located off the public lobby of Courtroom Department 3. The closet is equipped with a sink and drainage.

<b>Building D</b>	<b>Approx. Square Feet:</b>	<b>6 Restrooms</b>
<b>Santa Maria Division</b>	<b>6,000</b>	<ul style="list-style-type: none"> <li>• 5 Single</li> <li>• 1 – 1 Stall</li> <li>• 1 Urinals</li> </ul>
312 East Cook Street		
Santa Maria, CA 93454	<b>2 Courtrooms</b>	
<b>Janitorial Closets/Bulk Supply Storage:</b> Secured Janitorial storage room / closet with an exterior door on the south side of the building between Courtroom Departments 1 and 2. This storage room is equipped with a sink and drainage.		

<b>Building E</b>	<b>Approx. Square Feet:</b>	<b>10 Restrooms</b>
<b>Santa Maria Division</b>	<b>18,000</b>	<ul style="list-style-type: none"> <li>• 5 Single</li> <li>• 3 – 1 Stall</li> <li>• 1 – 2 Stall</li> <li>• 1 – 3 Stall</li> <li>• 2 Urinals</li> </ul>
312 East Cook Street		
Santa Maria, CA 93454	<b>No Courtrooms</b>	
<b>Janitorial Closets/Bulk Supply Storage:</b> A secured room in the exterior men’s public restroom, equipped with a floor sink and room for storing supplies.		

<b>Building F</b>	<b>Approx. Square Feet:</b>	<b>2 Restrooms</b>
<b>Santa Maria Division</b>	<b>3,344</b>	<ul style="list-style-type: none"> <li>• 1 – 2 Stall</li> <li>• 1 – 3 Stall</li> <li>• 1 Urinals</li> <li>• 3 Shower/Saunas</li> </ul>
312 East Cook Street		
Santa Maria, CA 93454	<b>No Courtrooms</b>	
<b>Janitorial Closets/Bulk Supply Storage:</b> A secured janitorial closet in Building F located near the east entrance just opposite of the east service window. There is no faucet or drain in the closet.		

<b>Building G</b>	<b>Approx. Square Feet:</b>	<b>14 Restrooms</b>
<b>Santa Maria Division</b>	<b>24,261</b>	<ul style="list-style-type: none"> <li>• 10 Single</li> <li>• 2 – 2 Stall</li> <li>• 2 – 4 Stall</li> <li>• 6 Urinals</li> <li>• 1 Shower</li> </ul>
312 East Cook Street		
Santa Maria, CA 93454	<b>4 Courtrooms</b>	
<b>Janitorial Closets/Bulk Supply Storage:</b> A secured janitorial closet is located in the upstairs lobby on the west side of Courtroom Department 7. The closet is equipped with a sink and drainage.		

<b>Santa Maria Juvenile Division</b>	<b>Approx. Square Feet:</b>	<b>5 Restrooms</b>
4285 California Blvd.	<b>6,199</b>	<ul style="list-style-type: none"> <li>• 3 Single</li> <li>• 1 – 1 Stall</li> <li>• 1 – 2 Stall</li> <li>• 1 Urinal</li> </ul>
Santa Maria, CA 93455		
	<b>1 Courtrooms</b>	
<b>Janitorial Closets/Bulk Supply Storage:</b> There is a secured janitorial closet/bulk supply storage area located off of the lobby. The closet is equipped with a sink and floor drainage.		

**3. TECHNICAL SPECIFICATIONS FOR JANITORIAL SERVICES**

Specific Requirements	Frequency of Service						
	5 x Week	3 x Week	Weekly	2 x Month	Monthly	Quarterly	Annually

**Floors – Public Areas**

Mop, wax, and buff hard floors						X	
Vacuum carpet		X					
Dust from floor level above				X			
Wipe down baseboard with a damp cloth					X		
Spot clean carpets					X		
Clean door mats and landing		X					
Sweep, empty trash containers		X					
Dust and damp mop hard floors		X					

**Floors – Private Areas**

Mop, wax, and buff hard floors						X	
Vacuum carpet			X				
Dust from floor level above					X		
Wipe down baseboards with a damp cloth					X		
Spot clean carpets						X	
Dust and damp mop hard floors				X			

**Restrooms**

Supply and refill all soap dispensers	X						
Empty and clean waste containers, insert liners	X						
Clean and sanitize all fixtures	X						
Damp mop floor and baseboards with germicidal solution	X						
Clean and polish all metal and mirrors	X						
Spot clean walls, areas around fixtures, doors	X						
Dust all surfaces and ledges, including vents	X						
Wash and sanitize walls and partitions			X				
Supply and replenish toilet tissue, paper towels, toilet seat liners, feminine hygiene dispenser liners, and urine cakes	X						
Report defective soap dispensers to facility manager and replace.	X						

Specific Requirements	Frequency of Service						
	5 x Week	3 x Week	Weekly	2 x Month	Monthly	Quarterly	Annually

**Trash and Recycling**

Empty all master and public trash containers in hallways, supply and insert new liners	X						
Empty private trash for Judges and Secretaries	X						
Pick up full recycle bags, deposit in outside bins	X						
Supply and replace recycle bags	X						

**Miscellaneous**

Clean and sanitize drinking fountains	X						
Clean interior windows (inside exterior walls)							X
<sup>1</sup> Clean smudge marks on transaction windows using only the industry standard cleaning solution and cloth.	X						
<sup>1</sup> Clean entire transaction windows using only the industry standard cleaning solution and cloth.			X				
Spot clean interior and exterior glass doors	X						
Spot clean doors, door frames, counters, handles and railings		X					
Clean and sanitize sink and counter in staff break areas			X				

**Security and Maintenance**

Turn off all lights except night lights	X						
Close windows	X						
Lock all doors	X						
Turn in building keys to Supervisor	X						
Report evacuation of buildings to security organization	X						
Notify Facility Manager of irregularities (unlocked doors, plumbing problems, lights not working, etc.)	X						

<sup>1</sup>Ballistic transaction windows are in the Figueroa Courthouse, Anacapa Clerk’s Office, Anacapa Self Help Center, Santa Maria Bldg. E, and Santa Maria Family Court Services. Ballistic windows must be cleaned using only the industry standard Ballistic glass cleaning solutions and clean, soft cloths.

Specific Requirements	Frequency of Service						
	5 x Week	3 x Week	Weekly	2 x Month	Monthly	Quarterly	Annually

**Floors**

Extract “steam clean” carpet							X
Shampoo carpet							X
Strip, seal, refinish, machine polish hard surface							X

**Customer Service**

Customer service visits					X		
Formal customer review and written report						X	
Review/check communication log	X						

**A. Public Areas** are those areas of the Court that non-court personnel may frequent. *(Examples: Lobbies, hallways, stairwells, elevators, and courtrooms. The entire courtroom is considered a public area.)*

**B. Private Areas** are those areas of the Court that only Court employees may access. *(Examples: Judges Chambers, offices used exclusively by Court employees)*

**4. MISCELLANEOUS SERVICES**

Services performed as directed by Court and performed at an additional cost for all Court locations.

**5. CHANGES TO THE SPECIFIC REQUIREMENTS**

The Court reserves the right to add or delete any given type of janitorial work to the requirements described in 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 hour’s events, including but not limited to mock trials held after hours or Court jury proceedings that continue after hours; notification will be given to the Contractor identifying the type of service and areas to be serviced. No modification or change to this Agreement, including any changes to this Statement of Work, will be valid without written approvals by the Court in the form of an amendment, as set forth in Section 68.0 of the Agreement.

**6. GENERAL REQUIREMENTS**

a. Contractor shall furnish all necessary labor, supervision, travel, equipment, materials and supplies to perform the services described in this Statement of Work, except as set forth in Section 7.d.

b. Contractor shall provide sufficient labor and supervision at all times to carry out the Work satisfactorily and shall ensure that only competent workers who are skilled in the type of work specified are employed. If the Court determines that a person is incompetent or unsuitable, the Contractor shall immediately remove such person from performing any further service and make sure all keys, badges, and any other items that belong to the Court are returned to the Court within 24 hours.

c. Contractor shall keep a record of each of its employees working on this Agreement as follows:

- Name, address and telephone number
- Date of Birth
- Social Security number
- California Driver's License Number
- Court Work Location
- Work Classification and Rate of Pay
- Bi-Weekly hours worked
- Emergency Contact Information

d. The above information will be provided to the Court prior to the employee working on site. The Social Security number shall be left off of the Court copy.

e. Prior to working on site, the Court may request must receive from Contractor, a signed and dated Confidentiality Form for each employee expected to work on site.

f. Contractor shall provide relief personnel as necessary to ensure that each assignment is performed per specifications and deliverables, regardless of employee absenteeism.

g. The lead person and all supervisors 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 and/or alarm company in the event of a break-in or inadvertent activation of a burglar alarm system. The English speaking person shall be over the age of eighteen (18) years.

h. Contractor is required to learn the proper operation of the security alarm systems used in the Facilities, if necessary, and ensure that the building is properly secured and locked when they are the last ones to leave the building after hours. In addition, the Contractor shall ensure that all employees are properly trained on safety and emergency procedures (such as fire, building evacuations, etc.) for the facilities in which they work.

i. Together with the Court's project managers, establish safety and security procedures that strictly control access to the court facilities, the facilities keys, and alarm systems.

j. Contractor 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, graffiti, vandalism and/or damage to the building or its contents.

k. No unauthorized visitors or workers will be allowed on the Facilities premises. The Court must approve all individuals visiting or working in the Facilities.

l. Contractor employees are prohibited from using, tampering with, or removing from Court premises Court equipment, including, but not limited to, computers, networks, photo copiers, fax machines, telephones, printers, consumable supplies and office supplies. The removal of Court equipment or consumable supplies is prohibited, and the Court will seek prosecution of any individual(s) who may do so. The Court will also seek financial restitution for the use and or removal of equipment and or supplies from the Court. Contractor employees are also prohibited from moving or otherwise disturbing papers on desks or other work areas, removing any food stored in refrigerators or on desks, and opening any drawers or cabinets.

m. If the Court finds any Contractor'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 Contractor to replace this employee immediately. This provision in no way requires the Contractor to terminate the employment of any employee replaced pursuant to this paragraph. Nor, by the terms of this section, does Court endorse or approve (express or implied) any termination by Contractor of any employee replaced pursuant to this paragraph.

n. The Contractor is responsible for maintaining satisfactory standards for employees in regards to conduct appearance and integrity (i.e. use of foul language, use of Court staff's personal items, cooking, phone and TV usage). The Contractor's employees shall present a neat and clean appearance at all times while performing work at the Facilities.

o. Contractor shall ensure that staff working after business hours keeps voices, radios, and compact disc and tape players at a low decibel level so as not to disturb Facilities staff.

p. The Contractor shall conduct its Work in a manner that will cause a minimum of inconvenience to the Facilities' employees and the general public. The Facilities' business must be maintained without interruption during the progress of the Work, and no unnecessary interference shall be permitted.

## **7. EQUIPMENT**

a. The equipment used by Contractor and methods used in the handling of the Work will be such that a satisfactory quality of work will be maintained, and which will ensure compliance with the intent of the Agreement.

b. In cases where particular types of equipment have been banned, or in cases where designated Court contact or his or her designee has condemned for use any piece of equipment, the Contractor shall remove such equipment from the site of work. Failure to do so within a reasonable time may affect a breach of Agreement.

c. All vacuums used must be equipped with Hepa Filtration.

#### **8. MATERIALS AND SUPPLIES**

a. Only Materials and supplies meeting industry standards will be acceptable in the performance of this Work. The Project Manager(s) reserves the right to specify the type and quality of all Materials used in the Work. In the event a substitution is necessary for a required Material, written Notice will be provided to the Contractor and a Material of equal value will be substituted at no additional cost to Court. Floor finishes, polishes, cleaners, detergents and germicides shall be harmless to the surfaces on which they are used. Floor wax shall be the “no-skid” type.

b. Under no circumstances will cleaning tools and Materials be left unattended during normal business hours.

c. The Contractor shall handle chemicals provided at each site so as to minimize the possibility of exposure of facility occupants to acid based or caustic based Materials. A list of all chemicals used for these services shall be submitted and pre-approved by Court’s designated contact.

d. The Court will supply to the Contractor light, power and hot and cold water as may be required for the performance of the Work.

e. The Court reserves the option to have the Contractor supply janitorial supplies such as toilet paper, paper towels, bag liners and trash receptacles, at mutually agreed upon cost.

- If it is agreed upon that the Contractor is to supply the above items, the Contractor shall replenish any of the items necessary, and before the stock of any item is depleted. The Contractor shall provide the Court’s Finance Office with the packing slip and invoice detailing the supplies purchased, and the specific quantities to each individual location.
- If the Court obtains the supplies elsewhere, using a standard Court form, the Contractor shall notify the Project Manager when replenishment of

any of these items is necessary and before the stock of any item is depleted so that a sufficient supply remains until the stock is replenished.

f. All unused products and empty containers shall be properly disposed of by the Contractor as required by Federal, state, and local laws and regulations. The Contractor shall provide Court with documentation of proper disposal of all products and containers used in the performance of services.

#### **9. STORAGE OF EQUIPMENT AND MATERIALS**

a. The Contractor shall obtain prior approval from the designated Court representative for any space or area required for storage of the Contractor's equipment and Materials. The Court shall not be held liable for any loss or damages.

b. Equipment and Materials shall not be piled or stored at any location to hinder normal business operations or to constitute a hazard to persons or property.

c. All Materials which are stored in liquid form shall be stored on shelves not higher than three (3) feet above the floor.

All products stored in secondary containers shall be properly labeled as to the contents.

#### **10. DRUG TESTING/CRIMINAL BACKGROUND CHECK**

a. Prior to performing any Work, Contractor's employees shall be required to pass a drug test administered at a certified medical lab or facility. The Contractor shall be responsible for all costs to perform this drug test. The Contractor's employees will be required to sign a release form to provide a copy of the test results to the Contractor and the Court.

b. Personnel must successfully pass a criminal background check. The Contractor's employees will be required to sign a release form to provide a copy of the criminal background check to the Contractor and the Court.

#### **11. HOURS OF OPERATION AND HOLIDAY SCHEDULE**

a. The Contractor is responsible for providing services as described herein between 5:00 p.m. and 8:00 p.m. regardless of the Contractor's holiday schedule. The Contractor shall review the Court's observed holiday schedule with the Court annually.

b. The hours of work under a resulting Agreement shall be in accordance with, and subject to, the provisions of the State of California labor code. The Court reserves the right to reschedule Contractor's hours of Work.

c. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to perform emergency services as requested by the Court and shall begin to perform these services within two hours after receiving the Court's service request. Such services shall be provided at a rate as set forth in the Cost Proposal.

Hours of Operation for All Court Locations:  
Regular Hours: 8:00 a.m. – 5:00 p.m.

d. Court Holidays Observed at all Court Locations:

January 1, New Year's Day  
The third Monday in January, Martin Luther King Day  
February 12, Lincoln's Birthday  
The third Monday in February, Presidents' Day  
March 31, Cesar Chavez Day  
The last Monday in May, Memorial Day  
June 19, Juneteenth  
July 4, Independence Day  
The first Monday in September, Labor Day  
The fourth Friday in September, Native American Day  
November 11, Veterans Day  
The fourth Thursday in November, Thanksgiving Day  
The fourth Friday in November, the day after Thanksgiving Day  
December 25, Christmas Day

e. If a holiday occurs on a Saturday, the preceding Friday is observed as that holiday. If a holiday occurs on a Sunday, the following Monday will be observed as that holiday. Contractor is responsible for obtaining a schedule of holidays from the Court. The Court reserves the right to change holidays and will provide Contractor with reasonable Notice regarding any date changes.

## **12. ACCEPTANCE OF WORK, INSPECTION AND REPORTING REQUIREMENTS**

a. The Court's Project Manager or his or her designee will make field inspections of the Contractor's Work at their discretion and will be responsible for signing-off acceptance of all the Work submitted. Prior to sign-off, Project Manager will apply the acceptance criteria (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine if Contractor's Work is acceptable. Contractor shall provide the Work to Court, and Court shall accept that Work, if delivered in accordance with the criteria. Project Manager shall notify the Contractor of the Work's acceptability. If rejecting the Work, Project Manager shall detail its failure to meet the criteria. Contractor shall have ten business days from receipt of Notice of rejection to correct the failure(s) to conform to the criteria. For Contractor's ongoing failure to meet the acceptance criteria, . Court may deduct up to ten percent (10%) each month from amount of Contractor's regular monthly invoices

representing Contractor's management fee for each such failure until such errors are satisfactorily corrected. Under no circumstances shall Court withhold payment representing amount for which Contractor will be reimbursed such as wages, taxes, benefits, liability insurance or other costs. Court shall not hold Contractor liable for any delays for which Court is solely responsible.

b. Inspection shall not relieve the Contractor of its obligations to inspect and furnish Material and workmanship in accordance with the Agreement, Imperfections of Materials or workmanship overlooked by the inspectors shall not be exempted from rejection if they shall later be discovered.

c. The Contractor's designated supervisor shall perform a quarterly inspection of the Work performed at the Facilities and submit a written report to the Project Manager which shall provide enough detailed information to determine if the Contractor is performing the Work in accordance with this Statement of Work. The Project Manager may then instruct the Contractor's designated supervisor to take immediate and appropriate action to resolve any noted deficiencies.

### **13. CUSTOMER SERVICE**

a. The Contractor's customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The Contractor 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:

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding service issues.

b. Offer services 52 weeks a year around and upon request during specified operating hours, excluding Court holidays unless scheduled by mutual agreement. The Court holiday schedule is listed above.

c. Develop administrative, personnel and security policies that reflect an understanding of Court requirements (in conjunction with the Court Project Managers).

d. Establish procedures and practices for ongoing monitoring of employee performance.

e. Conduct regular and timely performance reviews for all staff.

*End of Statement of Work*

**APPENDIX B**

**PAYMENT PROVISIONS**

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE 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 JBE 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 Goods.**

Contractor shall submit an itemized invoice and packing lists for all janitorial supplies provided. Court will pay all correct invoices for supplies received.

3. **Compensation for Services.**

3.1 **Amount.** Contractor will invoice the following amounts for Services or Deliverables that the JBE has accepted:

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3.2 **Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold fifteen percent (15%) of each such payment until the JBE accepts the final Deliverable.

3.3 **No Advance Payment.** The JBE will not make any advance payment for Services.

3.4 **Expenses.**

4. **Invoicing and Payment**

4.1. **Invoicing.** Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.

A. Invoice shall clearly indicate:

- i. Agreement Number:
- ii. Unique Invoice Number
- iii. Contractor's Name and Address
- iv. Vendor Number:
- v. Description of Completed Work
- vi. Applicable sales tax and/or use tax as a separate line item from goods
- vii. Dates of Service and Type of Schedule
- viii. Preferred Remittance Address, if different from mailing address

B. Invoices shall be sent via email to [ap@sbcourts.org](mailto:ap@sbcourts.org) or by mail to the following address:

Attn: Accounts Payable  
Superior Court of Santa Barbara County  
Finance Department  
1100 Anacapa Street, 2nd Floor  
Santa Barbara, CA 93101

- 4.2. Payment.** The JBE 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.
- 4.3. 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 JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.
- 5. Taxes.** Unless otherwise required by law, the JBE 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 JBE 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 JBE pursuant to this Agreement.

SAMPLE

**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 JBE 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 JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (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 JBE, the JBE advises are unacceptable to the JBE.

**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 JBE 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 JBE.
- 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 **Basic Coverage.** Contractor shall provide and maintain at the JBE's discretion and Contractor's expense the following insurance during the Term:
  - A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with 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 must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
  - B. *Workers Compensation and Employer's Liability.* The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
  - C. *Automobile Liability.* This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's

performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.

- D. Professional Liability.** This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
- E. Commercial Crime Insurance.** This policy is required only if Contractor handles or has regular access to the JBE's funds or property of significant value to the JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property.
- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to the JBE all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 3.5 Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
- 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the JBE certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written notice to the JBE in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the JBE.
- 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the

limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the JBE is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the JBE 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 JBE's prior written consent, which consent shall not be unreasonably withheld; and the JBE 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 JBE may, at its sole option, extend this Agreement for five (5) one-year terms, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the JBE 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 JBE 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 JBE 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 JBE 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 JBE, 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 JBE 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 JBE, 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 JBE’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 JBE 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 JBE if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the JBE determines that Contractor’s performance under this Agreement has become infeasible due to changes in applicable laws.
- 7.5 Rights and Remedies of the JBE.**
- 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 JBE 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 JBE 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 JBE’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 JBE terminates this Agreement in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE 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 JBE for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JBE. Contractor shall continue any Services not terminated hereunder.
  - C. *Delivery of Materials.*** In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the JBE with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any

termination of this Agreement, the JBE shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the JBE’s termination is not for cause, the JBE shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the JBE’s termination Notice.

- 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. Cooperative Agreement.** The Court conducted a competitive procurement process in compliance with the California Judicial Branch Contract Law and Manual and which resulted in the execution of this agreement. The provisions and pricing of this agreement may be extended to other California government agencies. A government agency wishing to utilize the provisions and pricing of this agreement will be responsible for issuing its own purchase documents and making any and all payments relative to its agreement. Any participating government agency is responsible for obtaining its own certificates of insurance and any required performance bonds. The Court makes no guarantee to other government agencies that may utilize the provisions and pricing of this agreement. By utilizing the provisions or pricing of this agreement, the participating government agency agrees to hold the Court harmless from all claims, demands, or actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the utilization of the provisions or pricing of this agreement. The Court makes no guarantee to the Contractor that any other government agency will make use of the provisions or pricing of this agreement.
- 9. 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 JBE. 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.
- 10. Notices.** Notices must be sent to the following address and recipient:

IF TO CONTRACTOR:	IF TO THE JBE:
<p><u>With a copy to:</u></p>	<p>Darrel E. Parker            Superior Court Executive Officer            Santa Barbara Superior Court            312 East Cook Street, Bldg E            Santa Maria, CA 93454</p> <p><u>With a copy to:</u></p>

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.

**11. 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.

- 11.1 Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE 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 JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to JBE 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 JBE to enter into this Agreement pursuant to PCC 2203(c).
- 11.6 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.

- 11.7 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.
- 11.8 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 JBE 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](http://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 JBE.
- 11.9 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 JBE 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 JBE 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.
- 11.10 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 JBE 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 JBE 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 JBE. (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 JBE 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 JBE 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 JBE shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. The post-contract certification form shall include: (1) the total amount of money 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 JBE, 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.

**11.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the JBE 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 JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE 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 JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE 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 JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

**11.12 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 JBE; (ii) adhere to litigation plans

designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. 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.

- 11.13 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.
- 11.14 Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The JBE 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 JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.
- 11.15 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 JBE. "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.
- 11.16 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.

**11.17 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 JBE 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.

## **12. Miscellaneous Provisions.**

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

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

**12.3 Audit.** Contractor must allow the JBE 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 JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE 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.

**12.4 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.

**12.5 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 JBE'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 JBE owns all right, title and

interest in the Confidential Information. Contractor will notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon the JBE's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all Confidential Information (in every form and medium), and (b) certify to the JBE 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 JBE shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

- 12.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the JBE 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 JBE.
- 12.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the JBE.
- 12.8 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.
- 12.9 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.
- 12.10 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 JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the JBE is effective only if expressly agreed in writing by a duly authorized officer of the JBE. 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.
- 12.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 12.12 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.
- 12.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.

**12.14 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.

**12.15 Time of the Essence.** Time is of the essence in Contractor’s performance under this Agreement.

**12.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

SAMPLE

**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 JBE, including information relating to the JBE’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the JBE (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 JBE’s satisfaction that: (a) Contractor lawfully knew prior to the JBE’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.

**“JBE” 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 JBE.

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“**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.

SAMPLE