

**STANDARD AGREEMENT** rev Dec 2022

AGREEMENT NUMBER

**2324-JS0124**

1. In this agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “Court” refers to the **[name of the judicial branch entity]**.
2. This Agreement is effective as of **7/1/24** (“Effective Date”) and expires on **6/30/27** (“Expiration Date”).  
This Agreement includes two (2) one-year options to extend through **6/30/29**.
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 Term.
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.*

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 – Scope of Work

Attachment 1 – Acceptance and Signoff Form



Appendix B – Payment Provisions

Appendix C – General Provisions

Appendix D – Defined Terms

Attachment 11 – Pricing Sheet

Attachment 12 – Court Facilities

Court’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Superior Court of California, County of Merced</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>627 W. 21<sup>st</sup> Street Merced, CA 95340</b>	ADDRESS <b>[Address]</b>

## APPENDIX A

### Scope of Work

#### 1. Background and Purpose.

It is impossible to indicate every specific item that requires custodial service, but the following tasks and frequencies indicate most of them. This information is intended to inform the custodial contractor that nothing less than full service custodial will be accepted.

Contractor shall perform the services (“Services”) describe within this Scope of Work.

#### 2. Transition

- 2.1 Contractor shall work with the Court and any other organizations designated by the Court to ensure an orderly transition of Services under the Agreement and to ensure the continuity of those Services
- 2.2 Upon expiration, termination, or cancellation of the Agreement, the Contractor shall assist the Court to ensure an orderly and smooth transfer of responsibility and continuity of those Services required under the terms of the Agreement to an organization designated by the Court. If requested by the Court, the Contractor shall provide and/or perform any or all of the following responsibilities:
  - A. Completion of all Daily Tasks on the last effective day of the Agreement including restocking of all dispensers to normal limits.
- 2.3 The Contractor shall discontinue providing Services or accepting new assignments under the terms of the Agreement, on the date specified by the Court, in order to ensure the completion of Services prior to the expiration of the Agreement.

#### 3. Responsibilities of the Court.

- 3.1 **Access to Court Facilities.** The Court shall provide Contractor access to the facilities that are to be serviced under the terms of this Agreement. See section 4.12. Security.

- 3.2 **Court Administration.**

The Court shall designate a **Court Contact (CC)** for the following duties:

- A. Oversee the progress of Services performed as well as inspect materials which are used in the Services.
- B. Approve Contractor statements, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required.
- C. Provide hands-on, daily monitoring, quality control inspections, and oversight of the Contractor’s performance and compliance with the terms of this Agreement.
- D. Handle any coordination and communication issues between the Contractor and building occupants.
- E. Have the authority to stop Services pending a decision by the Court. The Court has the right, at any time, to stop defective Service or to stop the entire Services by the Contractor if Contractor is not complying with the rules and specifications of this Agreement.
- F. Have the authority to require the Contractor to comply with all provisions of this Agreement. The CC’s decision upon all questions, claims, and disputes will be final and conclusive upon the parties of this Agreement.
- G. The Court, under advisement by the CC, shall have the right to require the Contractor to remove at any time any employee of the Contractor who shall be assigned to this contract and who appears to be incompetent, who acts in a disorderly, unsafe or improper manner, or fails to follow established

protocols, including Court rules and regulations and such person shall not again be assigned to this Agreement without written consent of the Court.

- 3.3 Electricity, Lighting and Water.** The Court will supply to the Contractor light, power, and water for the cleaning of the facilities under the terms of this Agreement. The Contractor shall use minimum lighting and electrical power to perform the Services under this Agreement.
- 3.4 Garbage and Recycling Service.** The Court will provide designated spaces, bins, cans or locations where the Contractor will deposit trash and recycled materials. Disposal of trash and recycled materials from these designated locations will be the responsibility of the Court. All trash and recycled materials shall remain the property of the Court until they are hauled away by the designated/authorized vendor.
- 3.5 Storage/Janitorial Closets.** The Court shall provide lockable spaces for Contractor's supplies and equipment. The Court shall not be responsible for the Contractor's supplies, materials or personal belongings that may be damaged, lost or stolen. The Contractor shall keep these storage areas organized and clean at all times. The Contractor shall provide the Court access to consumable supplies that may need to be replenished during the daytime shift when the Contractor is not on-site.

#### **4. Responsibilities of the Contractor**

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

- 4.2 Service Warranties.** Contractor warrants that:

- A.** The Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and

- 4.3 Resources.**

- A.** General Requirements

- i. Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment, supplies, transportation, etc.) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
    - ii. Contractor shall use no tool, equipment or supplies in the performance of the services before obtaining the permission of the CC. Such permission by the CC shall not relieve Contractor of the responsibility for assuring the appropriateness of such tool, equipment or supplies or of any other responsibility or liability.

- B.** Equipment.

- i. The Contractor shall provide and use only equipment that is suitable for a commercial cleaning environment. The Contractor shall not use any equipment or products which may be harmful or damaging to the surfaces upon which they are to be applied. The Contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, carpet cleaning machines, vacuums, and any other equipment necessary. Equipment found to be defective, damaged or hazardous shall be removed from Court facilities.
    - ii. Vacuums must be equipped with a proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer's recommendations. Vacuum bags or canisters shall be inspected at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.
    - iii. 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.
    - iv. Equipment shall be stored in designated areas approved by the CC.

- C.** Supplies

- i. Contractor shall use no tool, equipment or supplies in the performance of the Services before obtaining the permission of the CC. Such permission by the CC shall not relieve Contractor of

the responsibility for assuring the appropriateness of such tool, equipment or supplies or of any other responsibility or liability.

- ii. Contractor shall furnish expendable restroom supplies to be used on site, including paper towels, hand soap, toilet tissue, toilet seat covers, feminine hygiene products and associated disposal bags, as well as plastic trash receptacle liners which will be used in all trash receptacles.
- iii. Contractor shall maintain access to a reasonable stock of such products on hand for the term of the Agreement.
- iv. Material that requires precautionary warnings shall have affixed to all containers such labels or markings as are prescribed and approved by law, regulatory agency or this Agreement. The marking or labeling of materials containing hazardous or toxic material, substances or wastes shall be in accordance with all federal, state and local laws, ordinances, rules and regulations.
- v. Paper products such as paper towels, toilet tissue, hand towels, kitchen roll towels, feminine products or supplies must be of reasonable quality, 2 ply in all areas. Paper products are subject to approval before acceptance of Agreement and or changing of products during Agreement term.

**4.4 Communications.** The Contractor shall immediately notify the CC if there is any reason the Contractor would be unable to fulfill any requirement of the Agreement.

**A. Telephone and Paging Service**

The Contractor shall provide a telephone paging service and paging or cell phone device. The Contractor shall provide the Contractor's On-Site Personnel (COSP) a pager or cell phone, which shall be worn at all times during the performance of the Service. Contractor shall assure that that they have a means (at all times) for contacting and being contacted by their employees who are deployed to various locations. Contractor shall provide the pager or cell phone number to the CC and designees.

**B. Contractor's Response Time**

The Contractor shall maintain a 24-hour business phone and/or telephone answering service. Phone answering machines are not acceptable. Contractor shall also maintain an active e-mail account. Contractor shall respond to all phone or e-mail messages regarding incomplete or defective work before the expiration of the next Court workday (8:00 a.m. to 5:00 p.m. Monday through Friday). Remedial work shall be completed within 24 hours after receiving Court's notification.

**4.5 Conduct.** The Contractor is responsible for the conduct of their employees. Examples of required and prohibited conduct include:

**A. The Contractor's personnel shall:**

- i. Be restricted to work areas to which they are assigned.
- ii. Take rest breaks only in pre-assigned areas.
- iii. Conduct themselves in an orderly and safe manner.

**B. The Contractor's personnel shall NOT:**

- i. Loiter in the building.
- ii. Smoke in Court facilities or within 25 feet of any exterior building entrance.
- iii. Use any Court telephones, copy machines, or other equipment or supplies, regardless of the purpose.
- iv. Touch or disturb personal items stored by Court employees in their offices and work areas, break rooms, refrigerators, etc.
- v. Possess, use, or be under the influence of alcohol or illegal drugs while on Court property.
- vi. Engage in soliciting, gambling or any immoral or undesirable conduct on Court property.

- 4.6 Contractor's On-Site Personnel (COSP).** The Contractor shall have a designated COSP on-site during all shifts. If the primary assigned COSP is absent, the Contractor shall provide a competent replacement that has the authority to carry out the terms and conditions of the Agreement.
- A.** Contractor shall have at a minimum: one (1) **Daytime Contract's On-Site Personnel (DCOSP)** in Merced and one (1) DCOSP in Los Banos during the day to perform Routine Tasks and Frequencies.
    - i. Locked Offices.** DCOSP shall perform Routine Tasks and Frequencies on all Locked Offices. Locked Offices are offices locked during the day and requires security clearance to enter. DCOSP shall obtain access from CC before servicing these areas.
  - B.** COSP will notify CC of any irregularities during the performance of services and report location of such irregularities such as facility/furniture defects, damage, lost screws, etc.
  - C.** The COSP will comply with instructions given by the CC and perform special cleaning projects as required by the CC. If necessary, a check list of items may be provided to the COSP to complete.
  - D.** The COSP will not disturb papers, documents and materials on horizontal surfaces unless directed to do so by the CC.
- 4.7 Damage Repair and Restoration.** The Contractor shall repair and restore to its original condition any Court property damaged by his operations at no cost to the Court. Contractor shall be responsible for damage caused by his/her staff to personal property of Court employees.
- 4.8 English Language Fluency.** Supervisors and COSPs provided by the Contractor must be fluent in English. Fluency will be defined as the ability to communicate (speak, read and understand) in English to the extent required for communication in person, via telephone, and in writing with designated building representatives in connection with the Services to be performed. Further, the communication ability shall extend to being able to call the appropriate law enforcement agencies and/or an alarm company in the event of a break-in or inadvertent activation of a burglar alarm system. The CC may review the language skills of all persons required to be fluent in English.
- 4.9 Organization Chart.** The Contractor shall prepare, keep on file and furnish a copy to the CC an organization chart. The organization chart shall be updated whenever changes are made, with a copy sent to the CC, and shall show the assigned work area of each employee, by position and by scheduled hours of work.
- 4.10 Relief Staff for Absenteeism and Vacation.** The Contractor shall provide relief personnel as necessary and work overtime as required at no additional cost to the Court to ensure that Services are performed as required per the Agreement.
- 4.11 Safety.**
- A.** The Contractor shall be responsible for complying with all applicable safety and health regulations, including, but not limited to, California Code of Regulations (CCR) Title 8, Section 3202, and General Industry Safety Orders
  - B.** Illness and Injury Prevention Plan (IIPP) – Contractor is required to establish, implement, and maintain an effective Injury and Illness Prevention Program (IIPP). The Contractor's IIPP must contain elements that ensure compliance with CCR Title 8, Section 5193, "Blood Borne Pathogens," and Section 5194, "Hazard Communication."
  - C.** Asbestos Awareness Training - Contractor's staff working in designated Court facilities known to contain asbestos must have asbestos awareness training in accordance with CCR Title 8, Section 5208 and 5209. Training shall be consistent with EPA training requirements for local education agency maintenance and janitorial staff as set forth in Code 40 of the Federal Regulations (CFR) 763.92(a)(1).
  - D.** Safe Cleaning Processes and Procedures - The COSP shall not place or use mops, brooms, or any equipment in traffic areas or other locations in any manner that would create safety hazards. The COSP shall provide and place appropriate warning signs for wet or slippery floor areas, such as those caused by cleaning or floor finishing operations. General safety requirements (manufacturer's

recommendations, drying methods, etc.) shall be complied with for all products and all methods used in carrying out this contract.

- E.** Personal Protective Equipment (PPE) - The Contractor shall assure that staff utilizes all PPE as required by law and necessary to reduce employee exposure to safety hazards.
- F.** Safe Maintenance of Equipment - All cleaning equipment (such as vacuums, buffers, cords, mops, buckets, etc.) shall be properly maintained as to promote safety. (Equipment found to be defective, damaged or hazardous shall be removed from facility).
- G.** Material Safety Data Sheet: It is required by law that all hazardous materials be accompanied with a "material safety data sheet" (MSDS) at time of delivery. All MSDS information must be provided to the Court for any and all materials used to complete the work
- H.** Contractor will ensure that a chemical center is installed in a location determined by Court to dispense all cleaning chemicals and solutions. Material Safety Data Sheets (MSDS) will be provided to Court for approval before bringing any cleaning materials on site.
- I.** 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 CC.

**4.12 Security.** Security is of great concern to the Court. The Contractor is advised that failure to fully comply with the security requirements of this Agreement is a breach of security and shall result in the termination of this Agreement for default.

- A.** Contractor shall have all employees working in the Court facilities fingerprinted by the Merced County Sheriff's Department within 10 days from the start of the contract. Each employee will also have a background check by the Court. Verification of clearance for any employee with access and entry into the Court facilities must be received by the Court **PRIOR** to the start of work.
- B.** All employees shall be identified while on the premises by picture identification card furnished at Contractor's expense, and by shirt, blouse or smock indicating the company name or logo in print large enough to be read easily.
- C.** All employees must sign in with court security whenever entering the building. All employees must wear a company photo identification badge when in the building. Keys and/or key cards must be signed out nightly and turned in when leaving. Keys and/or key cards may not be taken off of the premises. Contractor to promptly inform the CC of any substitution in personnel scheduled to work.
- D.** Contractor shall be responsible for all costs of fingerprinting, identification badges, background checks and uniforms until the end of the contract.
- E.** Contractor shall be responsible for use of all keys and/or security cards issued to him/her. The Contractor shall not put identification on any keys. Contractor shall not duplicate any keys for premises under any circumstances. Any lost keys or badges or need for additional keys or badges shall be promptly reported to the CC. All court buildings and office areas are of a high-level security, if keys are lost by Contractor and/or his/her personnel, Court has the option to re-key all building perimeter doors at Contractor's expense.
- F.** Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked at end of shift to verify the areas are secured. The Contractor shall be responsible for securing all doors and windows before leaving the facilities.
- G.** Access for Weekends and Holidays must have prior approval from CC. This includes all Court facilities for which the contractor's is providing janitorial services under this Agreement
- H.** The Contractor shall be responsible for contacting CC prior to entering an actively alarmed building in order to have the alarms deactivated. Additionally, the Contractor shall contact CC to re-activate alarms when they are leaving the building at the end of the shift.

#### **4.13 Supervision and Training.**

- A.** Contractor shall provide and maintain supervision of all janitorial staff in all facilities. The Contractor must notify the CC of any supervisory changes.
- B.** The Contractor shall provide each employee with adequate training to completely perform all Services specified within this Agreement. The Contractor must not assign any Services to any employee for which they have not been trained.

#### **4.14 Emergencies - Deployment of Janitorial Services during Declared Emergencies.** In the event of a declared emergency, the CC shall notify the Contractor to mobilize contractor's staff assigned to this Agreement to redeploy to designated facilities, as directed. It is understood that during a declared emergency, or a Court declared critical event identified facilities may be closed and may or may not require service during the event.

Other designated facilities may become emergency control centers and may require special measures, to include up to 24-hour services. Pricing for emergency services will be at the Extra Rate stated in the pricing schedule.

#### **4.15 Extra Services.** The Court, without invalidating the contract, may order extra services or make changes by altering, adding to, or deducting from the work only by written orders, initiated by the CC, and properly approved and authorized and setting forth the amount of money to be added or deducted. The requirements and conditions specified herein are subject to change and are dependent on each individual user department's needs at the time. The Court may increase and decrease service requirements with written notice to the Contractor authorized by the department and enacted by the CC.

Example of extra service:

- Cleaning requested by the Court that is above and beyond that which is specified in this Scope of Work.

Any Extra Services shall be billed at the rates specified in the Pricing Sheet, the rates included in the Cost Proposal.

#### **4.16 Laws and Regulations.** Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and County laws and regulations.

Note: Contractor must comply with the provisions of the Displaced Janitor Opportunity Act (Labor Code Section 1060 et seq.), effective January 1, 2002, including specifically Labor Code Section 1061(b)(1).

### **5. Routine Tasks and Frequencies.** Contractor shall perform the following routine tasks at the minimum frequencies specified below. These tasks applies to all areas (lobbies, corridors, elevators, restrooms, offices, breakroom, etc.) as applicable.

#### **5.1 Daily Tasks.**

##### **A. Restrooms.**

- i. The following shall be done **two (2) times per day** (or more if needed):
  - a) Refill hand towels, toilet seat cover dispensers, toilet paper, soap dispensers and sanitary napkin dispensers, as needed;
  - b) Spot clean walls/partitions, countertops and sinks, as necessary;
  - c) Sweep and damp mop floors, if necessary;
  - d) Discard trash, as needed.
- ii. The following shall be done once daily:
  - a) Empty waste containers
  - b) Damp wipe and disinfect waste containers
  - c) Replace can liners
  - d) Clean, disinfect and restock all dispensers, including liquid soap dispensers

- e) Damp wipe and disinfect sinks and faucets, including any countertops
- f) Clean and disinfect stalls and commodes inside and outside including seats, urinals, basins, door handles, latches, flush valves and adjacent surfaces
- g) Clean and polish all mirrors, stainless, plated or enamel surfaces
- h) Spot clean walls, metal partitions and remove all graffiti
- i) Dust mop and wet mop floors with detergent disinfectant
- j) Treat floor drain to prevent sewer gas and odor
- k) Maintain restrooms dust free at all levels
- l) Sweep and wet mop floors with detergent disinfectant
- m) Report any non-operational equipment

**B. Public & Occupied Areas** (Including but not limited to Lobbies, Corridors, Elevators, Stairways, Offices, Conference Rooms, Courtrooms, Locked Offices, Kitchenettes & Breakrooms, Holding Cells, etc.)

- i. Empty waste containers
- ii. Damp wipe and disinfect waste containers when soiled
- iii. Replace can liners
- iv. Spot clean doors and walls
- v. Thoroughly vacuum
- vi. Remove any water soluble spots from carpet and furniture
- vii. Store, stack or remove recyclable materials as required
- viii. Sanitize and polish drinking fountains
- ix. Clean and polish all components in elevators; remove dust, cobwebs, fingerprints, smudges and streaks to leave a clean, bright condition
- x. Clean door tracks, walls and floor of elevators
- xi. Sweep or dust mop and spot mop steps and landings
- xii. Clean and disinfect handrails, bracing and hardware
- xiii. Spot clean accessible interior and exterior door, front and back including window glass, adjacent entry area glass, glass partitions and directory glass in hallways and lobbies and clean office window glass at service counters
- xiv. Dust all immediate work areas, including furniture and fixtures
- xv. Spot removal all surfaces for fingerprints, smudges, scuff marks, streaks, etc.
- xvi. Spot clean all seating furniture and benches
- xvii. Empty and maintain ash trays/smoking urns
- xviii. Sweep, mop and clean all stairwells
- xix. Sweep and wet mop hard floors with detergent disinfectant
- xx. Clean and disinfect sinks, drains, furniture, refrigerator and countertops in break rooms
- xxi. Empty all trash in receptacles outside of courthouse
- xxii. Remove trash and cigarette butts from immediate entrance areas
- xxiii. Spot clean carpet as needed
- xxiv. Clean and setup meeting and conference rooms' tables and chairs

**5.2 Weekly Tasks**

**A. Restrooms**

- i. Acid clean insides of urinals and toilet bowls
- ii. Wash and disinfect waste containers



- B. Public & Occupied Areas (Including but not limited to Lobbies, Corridors, Elevators, Stairways, Offices, Conference Rooms, Courtrooms, Locked Offices, Kitchenettes & Breakrooms, Holding Cells, etc.)**
  - i. Dust all furniture (cleared surfaces only) and general clerical spaces and offices not mentioned in Daily section
  - ii. Dust accessible windowsills
  - iii. Vacuum with crevice tool and other attachments to clean edges, corners and difficult to reach areas
  - iv. Clean carpet in heavy foot traffic areas, use fire retardant if required
  - v. Thoroughly scrub steps and landings
  - vi. Detail all stairwell components, including all level dusting and cobweb removal
  - vii. Dust baseboards and wall fixtures
  - viii. Damp wipe door grills & metal framework of doors and windows
  - ix. Thoroughly clean accessible interior and exterior door and window glass, adjacent entry area glass, glass partitions and directory glass
  - x. Thoroughly buff and wax ceramic tile floors
  - xi. Thoroughly wet mop resilient floors (composition, vinyl, linoleum, etc.) using cleaner recommended by manufacturer specifications for appropriate care and cleaning of flooring
  - xii. Remove dust and cobwebs from baseboards, blinds, sills, ledges, chair platforms, furniture, fixtures, frames, cubical tops and sides, and work surfaces (when paperwork or personal items are not present)
  - xiii. Thoroughly remove all fingerprints, smudges, scuff marks, streaks, etc. from all surfaces
  - xiv. Clean/disinfect break room, jury and conference room table and chairs, including but not limited to cleaning the refrigerators, sinks, drains, table, chairs, spigots, window sills, etc.

### **5.3 Monthly Tasks**

- A. Restrooms**
  - i. Thoroughly clean and disinfect walls & doors, including trim and hardware
  - ii. Buff and wax floors
- B. Public & Occupied Areas (Including but not limited to Lobbies, Corridors, Elevators, Stairways, Offices, Conference Rooms, Courtrooms, Locked Offices, Kitchenettes & Break rooms, Holding Cells, etc.)**
  - i. Buff and wax resilient floors (composition, vinyl, linoleum, etc.) except where prohibited
  - ii. High dusting
  - iii. Clean judges bench, wood tables, wood trim and all wood surfaces
  - iv. Wipe down/disinfect faux leather furniture in break areas
  - v. Clean/scrub down entrances (including steps and immediate sidewalk)

### **5.4 Quarterly Tasks**

- A. Public & Occupied Areas (Including but not limited to Lobbies, Corridors, Elevators, Stairways, Offices, Conference Rooms, Courtrooms, Locked Offices, Kitchenettes & Break rooms, Holding Cells, etc.)**
  - i. Vacuum fabric partitions
  - ii. Dust or vacuum interior office mini-blinds (horizontal and vertical)
  - iii. Remove cobwebs/debris at all entrance/exit doors
  - iv. Clean hard water spots from lower exterior windows

### **5.5 Annual Tasks**

- A. Public & Occupied Areas (Including but not limited to Lobbies, Corridors, Elevators, Stairways, Offices, Conference Rooms, Courtrooms, Locked Offices, Kitchenettes & Breakrooms, Holding Cells, etc.)
    - i. Clean/shampoo carpets
    - ii. Thoroughly scrub steps and landings. Detail all stairwell components including all level dusting and cobweb removal.
    - iii. Strip and apply floor finish, except for restricted areas noted by Court personnel.
    - iv. Wipe all diffuser and light fixtures
6. **Cleaning Standards.** The following cleaning standards will be used on a daily basis and by the CC during periodic quality assurance inspections, to assess the quality of cleaning performance. These standards apply to all areas requiring Services.
- 6.1 Air Vents – Shall be free of dust and soil without causing damage. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.
  - 6.2 Baseboards – Shall be free of dust, soil, gum, stains and debris. Floors shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.
  - 6.3 Corners/Thresholds – Shall be free of dust, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue.
  - 6.4 Dispensers – Shall be free of dust, dried-soil and mold without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.
  - 6.5 Elevator Tracks – Shall be free of dirt, stains and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures.
  - 6.6 Floors and Carpets – Shall be free of dust, dried-soil, gum, spots, stains and debris. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil, film and foreign objects.
  - 6.7 Floor Drains - Shall be free from corrosion and tarnish. Drains should also be disinfected with with proper germicidal solution.
  - 6.8 Floor Mats – Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.
  - 6.9 Furniture and Equipment – Shall be free of dust, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.
  - 6.10 Glass and Metal Surfaces – Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.
  - 6.11 Graffiti - All Facilities shall be graffiti-free. Any graffiti that cannot be removed during the normal cleaning processes, as outlined in this Services, shall be reported to the CC within 24 hours.
  - 6.12 Hardware – Shall be free of dust, soil, mold and scale without causing damage. Brightwork shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.
  - 6.13 Holding Cells - Shall be free of dirt, spots, stains and debris. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil, film and foreign objects.
  - 6.14 Janitor Carts – Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil and organized neatly.
  - 6.15 Lamps – Shall be free of dust, dried-soil and soil without causing damage. Lamps shall appear visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.

- 6.16 Light Fixtures – Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.
- 6.17 Litter - Contractor shall remove unsightly soil and litter. If the litter cannot be removed by hand, Contractor shall use a carpet vacuum on carpeted floors or broom or dust mop and damp mop on non-carpeted floors.
- 6.18 Mirrors – Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.
- 6.19 Partitions – Shall be free of dust, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.
- 6.20 Rails – Shall be free of dust and dried-soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.
- 6.21 Shelves – Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked and organized neatly on shelves.
- 6.22 Sinks – Shall be free of dust, mold, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean and polished-dry. This shall include the elimination of streaks, embedded soil, films and water spots.
- 6.23 Steps and Landings – Shall be free of dust, dried soil, gum, stains and debris. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.
- 6.24 Telephones – Shall be free of dust and soil. They shall appear visibly and uniformly clean and polished-dry.
- 6.25 Toilets, Toilet Seats and Urinals – Shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.
- 6.26 Walls and Doors – Shall be free of dust, soil, spots and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. This shall include the elimination of polish residue and/or film.
- 6.27 Waste Containers – Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of any offensive odor emitting from the container.
- 6.28 Water Fountains – Shall be free of dust, soil, scale and water spots without causing damage. All porcelain and polished metals shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.
- 6.29 Windows/ Glass– Shall be free of dust and soil without causing damage. This also applies to adjoining sills, blinds and framework. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.
- 6.30 Utility Sinks – Shall be free of dust, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, films and water spots. Brightwork shall be cleaned, de-scaled and polished.

## **7. Hours of Operations.**

The Contractor is responsible for providing services as described herein Monday through Friday regardless of the Contractor's holiday schedule. The Contractor shall review the Court's observed holiday schedule with the Court annually.

The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to perform additional services as requested by the Court and shall begin to perform these services within two hours after receiving the court's service request.

**Hours of operations for all locations:**

7:45 a.m. to 5:00 p.m.

**Court holidays observed at all 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
- 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 day after Thanksgiving Day
- December 25, Christmas Day

If a holiday occurs on a Saturday, the preceding Friday will be observed as that holiday. If a holiday occurs on a Sunday, the following Monday will be observed as that holiday. The Services must be completed on the night before a holiday (no holiday or overtime allowed). 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.

**8. 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.

- 9. Acceptance or Rejection.** All Goods, Services, and Deliverables are subject to acceptance by the Court. The Court may reject any Goods, Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Court). If the Court rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the Court to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the Court within ten (10) business days after the Court's

rejection, unless otherwise agreed in writing by the Court. Thereafter, the parties shall repeat the process set forth in this section until the Court accepts such corrected Good, Service, or Deliverable. The Court may terminate that portion of this Agreement which relates to a rejected Good, Service, or Deliverable at no expense to the Court if the Court rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**ATTACHMENT 1**  
**ACCEPTANCE AND SIGNOFF FORM**

<b>Daily Tasks – Restrooms</b>		<b>Evaluator: _____</b>		<b>Date: _____</b>
<b>WORK TASK</b>	<b>PERFORMANCE: ACCEPTABLE</b>	<b>PERFORMANCE: UNACCEPTABLE</b>	<b>COMMENTS</b>	
Empty, damp wipe and disinfect waste containers				
Replace can liners				
Clean, disinfect, restock all dispensers. Refill soap dispensers				
Clean and disinfect interior and exterior door handles				
Damp wipe and disinfect sinks, faucets and countertops				
Clean and disinfect stalls and commode inside and out				
Clean and polish all mirrors, stainless, plated or enamel surface				
Spot clean walls, metal partitions, removing all graffiti				
Sweep and wet mop floors with detergent disinfectant.				
Treat floor drain with water to prevent sewer odors and gas (as needed)				
Maintain restrooms dust free at all levels				
Report any non-operational equipment				

<b>Daily Tasks – Public and Occupied Areas</b>		<b>Evaluator: _____</b>		<b>Date: _____</b>
<b>WORK TASK</b>				
Empty waste containers				
Damp wipe and disinfect waste containers when soiled				
Replace can liners as needed				
Sweep and mop all stairwells				
Spot clean doors and walls				
Vacuum thoroughly				
Remove any water soluble spots from carpet or furniture				
Clean and disinfect sink drain and counter tops in break rooms				
Store, stack or remove recyclable paper from designated area, as required				
Sanitize and polish drinking fountains				
Clean and polish all elevator components including door tracks. Remove dust, cobwebs, finger prints, smudges and streaks				
Clean Elevators				
Sweep and wet mop steps and landing in public hallway				

Clean and disinfect handrails, bracing and hardware.			
Spot clean accessible interior and exterior doors, front and back, including window glass			
Spot clean glass partitions, directory glass in hallways, office service glass			
Dust all immediate work areas, including furniture and fixtures			
Spot removal all surfaces for fingerprints, smudges, scuff marks, streaks			
Spot clean all seating, furniture and benches			
Empty and maintain ash trays and smoking urns			
Sweep, mop and clean stairwells			
Sweep and mop hardwood floors with detergent disinfectants			
Clean and disinfect sinks, drains, furniture, refrigerators and countertops in breakrooms			
Clean conference room tables and chairs			
Empty all trash in receptacles outside of courthouse			
Remove trash and cigarette butts from immediate entrance areas			

Weekly – Restrooms		Evaluator: _____		Date: _____
WORK TASK	PERFORMANCE: ACCEPTABLE	PERFORMANCE: UNACCEPTABLE	COMMENTS	
Acid clean insides of urinals and toilet bowls				
Wash and disinfect waste containers				

Weekly - Public & Occupied Areas		Evaluator: _____		Date: _____
WORK TASK	PERFORMANCE: ACCEPTABLE	PERFORMANCE: UNACCEPTABLE	COMMENTS	
Dust all furniture on cleared surfaces and general clerical spaces and offices not mentioned in daily section				
Dust accessible windowsills				
Replace can liners				
Vacuum with crevice tool and other attachments to clean edges, corners, and difficult to reach areas				
Clean carpet in heavy foot traffic areas, use fire retardant cleaner if required				
Mop all stairwells (secure areas)				
Thoroughly scrub steps and landings on the exterior entrance of Courthouse				
Detail all stairwell components, including all level dusting and cobweb removal				
Dust baseboards and wall fixtures				

Damp wipe door grills & metal framework of doors and windows			
Thoroughly clean accessible interior and exterior door and window glass, adjacent entry area glass, partitions and directory glass			
Thoroughly wet mop resilient floors (composition, vinyl, linoleum, etc.) using cleaner recommended by manufacturer specifications for appropriate care and cleaning of flooring			
Remove dust and spider webs from baseboards, blinds, sills, ledges, chair platforms, furniture, fixtures, frames, cubical tops and sides, and work surfaces (where paperwork or personal items are not present)			
Thoroughly remove all fingerprints, smudges, scuff marks, streaks, etc. from all surfaces			
Clean/disinfect break room, jury and conference room tables and chairs			

<b>Monthly - Restrooms</b>		<b>Evaluator:</b> _____		<b>Date:</b> _____
<b>WORK TASK</b>	<b>PERFORMANCE: ACCEPTABLE</b>	<b>PERFORMANCE: UNACCEPTABLE</b>	<b>COMMENTS</b>	
Thoroughly clean and disinfect walls & doors, including trim and hardware				
Buff and wax all floors				
<b>Monthly - Public &amp; Occupied Areas</b>		<b>Evaluator:</b> _____		<b>Date:</b> _____
<b>WORK TASK</b>	<b>PERFORMANCE: ACCEPTABLE</b>	<b>PERFORMANCE: UNACCEPTABLE</b>	<b>COMMENTS</b>	
Buff and wax resilient floors (composition, vinyl, linoleum, etc.)				
High dusting with non-oily polish				
Clean judges bench, wood tables, wood trim and all wood surfaces				
Wipe down/disinfect faux leather furniture in break areas				
Clean/scrub down entrances (including steps and immediate sidewalk)				

<b>Quarterly - Public &amp; Occupied Area</b>		<b>Evaluator:</b> _____		<b>Date:</b> _____
<b>WORK TASK</b>	<b>PERFORMANCE: ACCEPTABLE</b>	<b>PERFORMANCE: UNACCEPTABLE</b>	<b>COMMENTS</b>	
Vacuum Fabric Partitions				
Dust or Vacuum interior office mini-blinds (horizontal and vertical)				
Remove spider webs/debris at all entrance/exit doors				
Clean hard water spots from lower exterior windows at both locations				



Annually - Public & Occupied Area		Evaluator: _____		Date: _____	
WORK TASK		PERFORMANCE: ACCEPTABLE	PERFORMANCE: UNACCEPTABLE	COMMENTS	
Clean/shampoo carpets					
Thoroughly scrub steps and landings. Detail all stairwell components including all level dusting and cobweb removal.					
Strip and apply floor finish, except for restricted areas noted by Court personnel.					
Wipe all diffuser and light fixtures					

END OF ATTACHMENT

## APPENDIX B

### Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Services.**
  - 3.1 **Amount.** Contractor will invoice the following amounts for Services that the Court has accepted not to exceed the Total Contract Amount. The Total Contract Amount shall include all of Contractor's cost for the Term of the Agreement.
    - A. Price of each facility on Attachment 11 Pricing Sheet.
    - B. Contractor shall not charge, nor shall Court pay, any overtime rate.
    - C. Increase for material (if applicable), overhead and profit shall be fixed for the entire term of the Contract in accordance with the prices listed Attachment 11 Pricing Sheet.
  - 3.2 **Withholding.** When making a payment tied to the acceptance of Deliverables, the Court shall have the right to withhold fifteen percent (15%) of each such payment until the Court accepts the final Deliverable.
  - 3.3 **No Advance Payment.** The Court will not make any advance payment for Services.
3. **Expenses.** The rate(s) set forth above includes all costs, benefits, supplies, expenses, fees, overhead, and profits payable to Contractor for services rendered to Court. No expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the Court.
4. **Invoicing and Payment**
  - 5.1 **Invoicing.** Contractor shall submit invoices to the Court in arrears no more frequently than monthly. Contractor shall submit a single consolidated invoice monthly which shall include all the locations serviced with the cost of labor and supplies listed separately on each line item. Contractor's invoices must include information and supporting documentation acceptable to the Court. Contractor shall adhere to reasonable billing guidelines issued by the Court from time to time.
    - A. The following information must be included on the invoice:
      - i. Unique invoice number;
      - ii. Contractor's name, address and telephone number;
      - iii. Name and address of Contractor representative to whom payments are to be sent if different from the above;
      - iv. Name, title and telephone number of the person to contact in case of an incomplete or incorrect invoice;
      - v. Cost of goods provided (supplies) by location.
      - vi. Cost of services provided (labor) by location.
      - vii. (If applicable) Taxes on separate line of invoice.
    - B. Contractor will submit one original invoice to:  
Merced Superior Court  
Attn: Finance  
627 W. 21st Street

Merced, CA 95340

C. Invoice and billing questions will be directed to the following Court representative(s):

Merced Superior Court  
Attn: Finance  
627 W. 21st Street  
Merced, CA 95340  
Phone: (209) 725-4115

- 5.2 Payment.** The Court will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods and Services, in accordance with the terms of this Agreement.

Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.

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

- 6. Taxes.** Unless otherwise required by law, the Court is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The Court shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the Court pursuant to this Agreement.

## APPENDIX C

### General Provisions

#### 1. Provisions Applicable to Services

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

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

- 2.1 **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- 2.2 **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.
- 2.3 **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 2.4 **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 2.5 **No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.7 **Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 **Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

- 2.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

### 3. Insurance

- 3.1 Basic Coverage.** Contractor shall provide and maintain at the Court'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.
- 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 Court 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 Court'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 Court, 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 Court certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written notice to the Court 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 Court.
- 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 Court, 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 Court 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 Court or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
- 5. Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Court may, at its sole option, extend this Agreement for two (2) 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. Tax Delinquency.** Contractor must provide notice to the Court immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Court may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

## 7. Termination

- 7.1 Termination for Convenience.** The Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Court, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
- 7.2 Termination for Cause.** The Court may terminate this Agreement, in whole or in part, immediately “for cause” if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as to Contractor’s bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
- 7.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
- 7.4 Termination for Changes in Budget or Law.** The Court’s payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Court may terminate this Agreement or limit Contractor’s Services (and reduce proportionately Contractor’s fees) upon Notice to Contractor without prejudice to any right or remedy of the Court if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Court determines that Contractor’s performance under this Agreement has become infeasible due to changes in applicable laws.
- 7.5 Rights and Remedies of the Court.**
- A. *Nonexclusive Remedies.*** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Court immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Court may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, 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.
  - C. *Delivery of Materials.*** In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Court with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Court-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Court’s termination is not for cause, the Court shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Court’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. 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. 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>Merced Superior Court</u>
	<u>Attn: Finance</u>
	<u>627 W. 21<sup>st</sup> Street</u>
	<u>Merced, CA 95340</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. Provisions Applicable to Certain Agreements.** The provisions in this section are *applicable only to the types of orders specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

- 10.1 Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
- 10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.
- 10.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling



vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).
- 10.6 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 10.7 Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](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 Court.
- 10.8 Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the Court by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Court may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days’ Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
- 10.9 DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement.* Contractor’s failure to meet the

DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the Court: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

**10.10 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.

**10.11 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.

**10.12 Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The Court may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the Court, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Court at no expense to the Court. If a theft occurs, Contractor must file a police report immediately.

**10.13 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. 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 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.
- 11.7 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.
- 11.8 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.
- 11.9 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.
- 11.10 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.

**11.11 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.

**11.12 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.

**11.13 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.

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

**11.15 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.

**“Contractor’s On-Site Personnel” (COSP)** are Contractor’s staff that provide Services at each of Court’s Facilities regardless of the time.

**“Court Contact” (CC)** is a Court staff designated to oversee and manage janitorial operations at the Court. This person is the contact between the Contractor and the Court.

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

**“Day Contractor’s On-Site Personnel” (DCOSP)** are Contractor’s staff that provides Services at each of the Court’s Facilities during the daytime during normal business hours.

**“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.