

Superior Court of California,
County of Solano
600 Union Avenue
Fairfield, CA 94533

INVITATION FOR BIDS

EXTERIOR WINDOW WASHING

IFB No: 48-2019-14018

1.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Superior Court of California, County of Solano (“Court”) is requesting bids from well-qualified Vendors to provide facility exterior window washing services. Interested and qualified Vendors who can demonstrate their ability to successfully provide the services described in this Invitation for Bid (“IFB”) are invited to submit a bid.

The Court intends to award a one-time contract to the bidder selected as the lowest responsible bidder whose response meet the Court’s requirements described in this IFB.

2.0 TIMELINE FOR THIS IFB

The Court has developed the following list of key events related to this IFB. All dates are subject to change at the discretion of the Court.

EVENT	DATE
IFB issued:	<i>May 14, 2019</i>
Mandatory Pre-Proposal Site-Walk	<i>Not Required</i>
Deadline for questions	<i>May 21, 2019</i>
Questions and answers posted	<i>May 22, 2019</i>
Bid Due Date (Late bids will not be accepted by the Court)	<i>May 28, 2019 4:00 p.m. Pacific Time</i>
Bids Evaluations	<i>Month of May, 2019</i>
Notice of Intent to Award	<i>Month of May, 2019</i>
Execution of Contract (estimate only)	<i>Month of June, 2019</i>

3.0 IFB ATTACHMENTS

The following attachments are included as part of this IFB:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing IFBs (Non-IT Goods):	These rules govern this solicitation.
Attachment 2: General Terms and Conditions	If selected, the person or entity submitting a bid ("Bidder") must sign this Court Standard form agreement containing these terms and conditions.
Attachment 3: Bidder's Acceptance of Terms and Conditions	On this form, the Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. Note: A material exception to the Terms and Conditions will render a bid non-responsive.
Attachment 4: Darfur Contracting Act Certification	If Bidder has had business activities or other operations outside of the United States within the previous three years, Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its bid.
Attachment 5: Pricing Sheet	On this form, the Bidder must provide pricing for the acquisition and installation of goods requested.
Attachment 6: Statement of Work	It defines the work activities and deliverable a Bidder will execute against in performance of specified work for the court.

4.0 SUBMISSIONS OF BIDS

- 4.1 Bids should provide straightforward, concise information that satisfies the requirements of the "Bid Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the IFB's instructions and requirements, and completeness and clarity of content.

- 4.2 Insurance. Selected Contractor must procure and maintain the insurance coverages as indicated in section 3 of the General Terms and Conditions, Insurance – Specific Coverages:
- a. Workers Compensation/Employer’s Liability
 - b. Comprehensive General Liability
 - c. Business Automobile Liability
- 4.3 Upon request of the Court, Proposer must submit copies of any current business licenses, professional licenses, certificates or other credentials required by the nature of the contract work to be performed by the Proposer.
- 4.4 Bids must be submitted via e-mail at fiscal@solano.courts.ca.gov on or before the Bid Due Date. Late bids will not be accepted.

5.0 BID CONTENTS

- 5.1 Non-Cost Information. The following must be included in the non-cost information. A bid lacking any of the following may be deemed non-responsive.
- a. Bidder’s name, address, telephone and fax numbers, and federal tax identification number. Note that if Bidder is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
 - b. Registration with the Department of Industrial Relations (DIR) for Janitorial Services.
 - c. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Bidder must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An “exception” includes any addition, deletion, qualification, limitation, or other change.
 - ii. If exceptions are identified, the Bidder must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
 - iii. **Note: A material exception to the Terms and Conditions will render a bid non-responsive.**
 - d. Certifications, Attachments, and other requirements.
 - i. Bidder must include the following certification in its bid:

Bidder has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the

California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.

- ii. If Bidder has had business activities or other operations outside of the United States within the previous three years, Bidder must complete the Darfur Contracting Act Certification (Attachment 4) and submit the completed certification with its bid.
- iii. If Bidder is a corporation, proof that Bidder is in good standing and qualified to conduct business in California.
- iv. (INTENTIONALLY OMMITTED)

5.2 Cost Information. Bidder must complete the Pricing Sheet (Attachment 5).

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

6.0 OFFER PERIOD

A Bidder's bid is an irrevocable offer for ninety (90) days following the bid due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

7.0 EVALUATION OF BIDS

The Court will evaluate the bids as described in the Administrative Rules.

The Court may conduct interviews with Bidders to clarify aspects of their bids. The interview process may require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Bidders for any costs incurred in traveling to or from the interview location. The Court will notify eligible Bidders regarding interview arrangements.

8.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each bid will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records.

If information submitted in a bid contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt

from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

9.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Court has waived the inclusion of DVBE participation in this solicitation.

ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING IFBS
(NON-IT GOODS)

1. COMMUNICATIONS WITH COURT REGARDING THE IFB

Except as specifically addressed elsewhere in the IFB, Bidders must send any communications regarding the IFB to fiscal@solano.courts.ca.gov (the "Solicitations Mailbox"). Bidders must include the IFB Number in subject line of any communication.

2. QUESTIONS REGARDING THE IFB

- A. If a Bidder's question relates to a proprietary aspect of its bid and the question would expose proprietary information if disclosed to competitors, the Bidder may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Bidder must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Bidder will be notified.
- B. Bidders interested in responding to the IFB may submit questions via email to the Solicitations Mailbox on procedural matters related to the IFB or requests for clarification or modification of the IFB no later than the deadline for questions listed in the timeline of the IFB. If the Bidder is requesting a change, the request must set forth the recommended change and the Bidder's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court's responses will be made available on the court's website on www.solano.courts.ca.gov.

3. ERRORS IN THE IFB

- A. If, before the bid due date and time listed in the timeline of the IFB, a Bidder discovers any ambiguity, conflict, discrepancy, omission, or error in the IFB, the Bidder must immediately notify the Court via email to the Solicitations Mailbox and request modification or clarification of the IFB. Without disclosing the source of the request, the Court may modify the IFB before the bid due date and time by releasing an addendum to the solicitation.
- B. If a Bidder fails to notify the Court of an error in the IFB known to Bidder, or an error that reasonably should have been known to Bidder, before the bid due date and time listed in the timeline of the IFB, Bidder shall bid at its own risk. Furthermore, if Bidder is awarded the contract, Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.
- C. If a Bidder has submitted a bid and discovers an error in the IFB after the bid due date and time listed in the timeline of the IFB but before the award of the contract, the Bidder may be allowed to withdraw its bid if the Bidder can demonstrate to the Court's

satisfaction: (i) an error exists in the IFB, (ii) the error materially affected the Bidder's bid, and (iii) the Bidder did not discover the error prior to submission of its bid.

4. ADDENDA

- A. The Court may modify the IFB before the bid due date and time listed in the timeline of the IFB by issuing an amended IFB. It is each Bidder's responsibility to inform itself of any addendum prior to its submission of a bid.
- B. If any Bidder determines that an addendum unnecessarily restricts its ability to bid, the Bidder shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF BIDS

A Bidder may withdraw its bid at any time before the deadline for submitting bids by notifying the Court in writing of its withdrawal. The notice must be signed by the Bidder. The Bidder may thereafter submit a new or modified bid, provided that it is received at the Court no later than the bid due date and time listed in the timeline of the IFB. Modifications offered in any other manner, oral or written, will not be considered. Bids cannot be changed or withdrawn after the bid due date and time listed in the timeline of the IFB.

6. ERRORS IN THE BID

If errors are found in a bid, the Court may reject the bid; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Bidder (if selected for the award of the contract), the Bidder will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the bid.

7. RIGHT TO REJECT BIDS

- A. Before the bid due date and time listed in the timeline of the IFB, the Court may cancel the IFB for any or no reason. After the bid due date and time listed in the timeline of the IFB, the Court may reject all bids and cancel the IFB if the Court determines that: (i) the bids received are not really competitive; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. The Court may or may not waive an immaterial deviation or defect in a bid. The Court's waiver of an immaterial deviation or defect shall in no way modify the IFB or excuse a Bidder from full compliance with IFB specifications. Until a contract resulting from this IFB is signed, the Court reserves the right to accept or reject any or all of the items in the bid, to award the contract in whole or in part and/or negotiate any or all items with individual Bidders if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Bidder.

- C. The Court reserves the right to issue similar IFBs in the future. The IFB is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the bid.
- D. Bidders are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the IFB at any time between release of the IFB and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Bidder's bid.

8. EVALUATION PROCESS

- A. An evaluation team will review all bids that are received by the appropriate deadline to determine the extent to which they comply with IFB requirements.
- B. Bids that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the IFB.
- C. Cost information will be opened only if the non-cost information of the bid is determined to be responsive. All figures entered on the cost information must be clearly legible.
- D. During the evaluation process, the Court may require a Bidder's representative to answer questions with regard to the Bidder's bid. Failure of a Bidder to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive.
- E. The evaluation will be based upon the following criteria, listed in no particular order:
 - Cost/Pricing Factors
 - Implementation Plan
 - Timeliness of Delivery
 - Experience and Past Performance
- F. During the evaluation process, the Court may perform certain checks to determine if a Bidder is deemed ineligible for contract award. For example, Bidder must be qualified to do business in California and in good standing, and must not be in violation of the Recycled Content Plastic Trash Bag Law.
- G. If a contract will be awarded, the Court will post an intent to award notice on its website, at www.solano.courts.ca.gov

9. DISPOSITION OF MATERIALS

All materials submitted in response to the IFB will become the property of the Court and will be returned only at the Court's option and at the expense of the Bidder submitting the bid.

10. PAYMENT

- A. Payment terms will be specified in any contract that may ensue as a result of the IFB.
- B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.**

Payment is normally made based upon completion of tasks as provided in the contract between the Court and the selected Bidder. provided in the contract between the Court and the selected Bidder.

11. AWARD AND EXECUTION OF CONTRACT

- A. Award of contract, if made, will be in accordance with the IFB to a responsible Bidder submitting a bid compliant with all the requirements of the IFB and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. A Bidder submitting a bid must be prepared to use a standard Court contract form rather than its own contract form.
- C. Upon award of the contract, the contract shall be signed by the Bidder in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of contract form or prior to the end of June if award is at fiscal year-end. Contracts are not effective until executed by both parties and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed contract shall be at Bidder's own risk.

12. FAILURE TO EXECUTE THE CONTRACT

The period for execution set forth in Section 11 ("Award and Execution of Contract") may only be changed by mutual agreement of the parties. Failure to execute the contract within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the contract. If the successful Bidder refuses or fails to execute the contract, the Court may award the contract to the next qualified Bidder.

13. ANTI-TRUST CLAIMS

- A. In submitting a bid to the Court, the Bidder offers and agrees that if the bid is accepted, Bidder will 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 the Bidder for sale to the Court pursuant to the bid. Such assignment shall be made and become effective at the time the Court tenders final payment to the Bidder. (See Government Code section 4552.)
- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Bidder 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.
- C. Upon demand in writing by the Bidder, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Bidder 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. (See Government Code section 4554.)

ATTACHMENT 2
GENERAL TERMS AND CONDITIONS

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 Non-Infringement.** 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 Non-discrimination.** 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 non-discrimination.
- 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.
- D. *Professional Liability.* This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
- E. *Commercial Crime Insurance.* This policy is required only if Contractor handles or has regular access to the Court's funds or property of significant value to the Court. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$1,000,000.00 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 Superior Court of California, County of Solano, the State of California, the Judicial Council of California, the Administrative Office of the Courts, 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, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice 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 non-contributory 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 Superior Court of California, County of Solano, the State of California, the Judicial Council of California, the Administrative Office of the Courts, 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 a single one-year term, 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 non-binding 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:

If to Contractor:	If to the Court:
<u>[name, title, address]</u>	Agnes Shappy, Chief Financial Officer 600 Union Avenue Fairfield, CA 94533
<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, and Gender 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, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.
- 10.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).
- 10.6 Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.
- 10.7 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact,

percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

10.8 Sweatshop Labor. *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the Court.

10.9 Federal Funding Requirements. *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the Court by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Court may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.

10.10 DVBE Commitment. *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must 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.

- 10.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.
- 10.12 Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Court; (ii) adhere to litigation plans designated by the Court, if applicable; (iii) adhere to case phasing of activities designated by the Court, if applicable; (iv) submit and adhere to legal budgets as designated by the Court; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Court; and (vi) submit to legal bill audits and law firm audits if so requested by the Court, whether conducted by employees or designees of the Court or by any legal cost-control provider retained by the Court for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Court. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.
- 10.13 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

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

10.15 Four-Digit Date Compliance. *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the Court. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

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

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

11. Miscellaneous Provisions.

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

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

11.3 Audit. Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during

the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the Court ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Court.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Court. A waiver of enforcement of any of this Agreement's terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 11.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.14 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 11.15 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 11.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

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.

“Court” is defined on the Coversheet.

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

“Deliverables” is defined in Appendix A.

“Effective Date” is defined on the Coversheet.

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

“Goods” is defined in Appendix A.

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

“Judicial Branch Entity” or **“Judicial Branch Entities”** means the Court and any other California superior or appellate court, the Judicial Council of California, the Administrative Office of Courts, 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.

**ATTACHMENT 3
BIDDER'S ACCEPTANCE OF TERMS AND CONDITIONS**

Upon award, the successful bidder(s) will be required to execute a Contract in accordance with the General Terms and Conditions in Attachment 2.

By signing below, the bidder accepts the General Terms and Conditions in Attachment 2 with the following exceptions:

Company Name: _____

Name of Person Making Certification: _____

Title of Person Making Certification: _____

Signature: _____

Date: _____

**ATTACHMENT 4
DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code sections 10475 - 10481 apply to any bidder or proposer that currently or within the previous three years has had business activities or other operations outside of the United States. For such a bidder or proposer to submit a bid/proposal to the Court, the bidder or proposer must certify that it is either (a) not a scrutinized company; or (b) a scrutinized company that has been granted permission by the Court to submit a bid/proposal.

If the bidder or proposer has not had any business activities or other operations outside of the United States within the previous three years, the bidder or proposer does not need to complete this form.

OPTION #1 - CERTIFICATION

Please insert the bidder’s or proposer’s name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that (a) the company named below is **not** a scrutinized company per Public Contract Code section 10476; and (b) I am duly authorized to legally bind the company named below. This certification is made under the laws of the State of California.

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

OPTION #2 – WRITTEN PERMISSION FROM THE COURT

The Court may permit a scrutinized company, on a case-by-case basis, to propose/bid on a contract with the Court for goods or services, if it is in the best interests of the Court. If the bidder or proposer is a scrutinized company that has obtained written permission from the Court to submit a bid or proposal, complete the information below.

The bidder/proposer identified below is a scrutinized company as defined in Public Contract

Code section 10476, and it has received written permission from the Court to submit a bid or proposal. A copy of the written permission from the Court is included with its bid or proposal.

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

**ATTACHMENT 5
PRICING SHEET**

Item:	IFB 48-2019-14018
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	Superior Court of California, County of Solano 600 Union Avenue Fairfield, CA 94533
Description	Enter the total cost for all services and for all facilities set forth in the Statement of Work. Pricing offered should be all-inclusive.

**ATTACHMENT 6
STATEMENT OF WORK**

A. SCOPE

The Court intends to award a one-time contract to the bidder selected as the lowest responsible bidder whose response meet the Court’s requirements for exterior window washing services on four (4) courthouse facilities as follows:

Hall Of Justice 600 Union Avenue Fairfield, CA 94533	Law and Justice Center 530 Union Avenue Fairfield, CA 94533
Old Solano Courthouse 580 Texas Street Fairfield, CA 94533	Solano Justice Center 321 Tuolumne Vallejo, CA 94590

B. BIDDER MINIMUM QUALIFICATIONS

1. Bidder shall be regularly and continuously engaged in the business of providing commercial window washing services for at least five (5) years.
2. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this IFB.

C. SERVICE SPECIFICATION

Contractor shall wash all exterior windows of four (4) courthouse facilities described below:

Facility	Floor level	Number of windows
Hall of Justice	1st	82
Hall of Justice	2nd	107
Hall of Justice	3rd	90
Law and Justice Center	2nd (includes main 1st floor entrance)	225
Old Solano Courthouse	1st / Basement	28
Old Solano Courthouse	1st	39
Old Solano Courthouse	2nd	42
Solano Justice Center	1st	85

D. SPECIFIC REQUIREMENTS

1. Labor and Materials: Contractor shall furnish all necessary labor, supervision, travel, equipment and supplies needed to carry out the services described in Section C above at no extra cost to the court. All equipment and supplies used must be capable of performing all operations in accordance with specification listed in this scope of work.
2. Equipment and Supplies Safety: Prior to start of work, Contractor shall safety check all equipment to conform to all applicable State of California Industrial Commission

Code and OSHA regulations. The Court reserves the right to request the removal from the work site any supplies and/or equipment it deems does not meet the aforementioned codes or regulations. In addition, it may request the halt of any unsafe practices observed in carrying out the contracted service. This will in no way relieve the Contractor of complying with the wash schedule.

3. Quality of Work. Windows shall be washed clean and free of streaks, smears, and visible soap residue. Accumulated dirt, paint specs, or other foreign debris must be scraped from windows. Frames shall be scrubbed to remove all dried dirt, insects, pigeon feces, debris, and other materials to be considered clean by the building representative. Windowsills shall be washed clean and all drippings wiped dry.
4. Safety for Overhead Work: Window washers shall close off area(s) and post signs indicating the area(s) are closed to pedestrian traffic when working over entrances, traveled walkways, or any area where people might cross below workers. Signs should indicate that men are working above. All equipment, apparatus, or rope coils on the ground level shall also be marked off with cones and signs warning pedestrian traffic. Contractor shall provide safety cone and signs.
5. Damage: Any damage to windows and building shall be reported immediately to the Court Facility Manager or designated person.
6. Workers must change water frequently, and use clean towels, if applicable.
7. Washing Times: Window washing services and scheduling shall be coordinated with the Court Facility Manager or designated person.
8. Scheduling
 - a. Work Start: All work must be approved and authorized by the Court Facility Manager prior to start of work.
 - b. Work Hours: Washing is to be performed Monday through Friday during daylight hours or court work hours, preferably between 7:00 am and 5:00pm. Work after 5:00 pm and weekend work may be scheduled by the Court Facility Manager or a designated person particularly for washing the windows in the Old Solano Courthouse.
 - c. Total Work Time: Work for each building must be finished, to the satisfaction of the Court Facility Manager or designated person, no later than five (5) working days after the start date. This one-week period may be extended at the sole discretion of the Court Facility Manager.
 - d. Contractor Supervisor will inform the Court in writing that window washing services will be performed 24 hours prior to Contractor's arrival to begin washing exterior windows.

E. PERSONNEL PERFORMANCE AND SUPERVISION

1. Personnel: Contractor shall have in their employ, or under their control, sufficient qualified and competent personnel to perform work promptly and in accordance with Contract schedules and requirements.
2. Workers Background Investigation: Contractor will ensure that all persons assigned to this Agreement are reliable and of reputable background and sound character at all times during such person's assignment to a Court facility. At Contractor's expense, Contractor shall conduct a background investigation and drug test on all persons prior to each person's assignment to the Court. The Court reserves the right to review the personal background investigation and conduct further security clearances on any person assigned to this Agreement,

and to make the final determination with respect to whether the background and character of any person assigned to this Agreement is acceptable under this Agreement. On demand, Contractor shall provide the Court with an authorization to conduct a criminal history check, and a copy of the person's California driver's license or California identification card.

3. Conduct of Contractor Employees: Contractor's employees shall conduct themselves as professionals, maintaining a quiet, neat and clean presence, free of offensive body odors. Contractor is responsible for maintaining satisfactory standards for employees in regards to conduct, appearance and integrity (i.e. use of foul language, use of Court staff's personal items, phone usage).
4. Supervision: Contractor shall provide all supervision on site to coordinate and inspect work.
5. Daily Check In/Out: Contractor's on-site supervisor of Contractor's employees shall check-in with the COURT Facility Manager or designee daily prior to starting work, and after completing the daily work schedule for inspection.
6. Performance: Contractor's personnel must be capable of performing at an effectiveness level in accordance with specifications and industry standards. All work shall be performed in a professional manner and in compliance with all federal, state, and local laws and codes. All workers shall be required to wash windows with a minimum of prompting or direction from Court staff.
7. Substandard Work: Contractor will correct or cause to have corrected any substandard work as requested by the Court.
8. Prohibited Actions: Court buildings are smoke-free work environments. Contractor will be required to remove any worker who violates non-smoking rules or any employee who manifests evidence of alcoholic beverages or illegal drug use.
9. Uniforms/Identification: All workers while on duty shall be identified by uniform shirt, blouse, or smock indicating the company name or logo in print large enough to be easily read.
10. Occupant Safety: Work shall be done in such a manner to create a safe working and walking situation for occupants of the building. Work shall be done in a manner as to be of a little disruption to occupants of the building. Work shall be done in a manner that does not compromise the security of the work of occupant.

F. INSPECTION AND REPORTING REQUIREMENT

1. Check List. A Check List of all tasks performed for each facility must be signed by the Contractor Project Manager or Supervisor and the employee who performed them (Attachment A, Checklist of Work Performed).
2. Acceptance of Work: The Court Facility Manager or designee will make field inspections of the Contractor's work at their discretion and will be responsible for signing off acceptance of all the work submitted. The Court Facility Manager shall notify the Contractor of the work's acceptability. If rejecting the work, Court Facility Manager shall detail its failure to meet the criteria. Contractor shall have ten business days from receipt of notice of rejection to correct the failure(s) to conform to the criteria.
3. Inspection: Inspection shall not relieve the Contractor of its obligations to inspect and furnish material and workmanship in accordance with the agreement. Imperfections of materials or workmanship overlooked by the inspectors shall not be exempted from rejection if they shall later been discovered.

G. ADDITIONAL WASHING SERVICES

If it is determined by the Facility Manager or designee that additional washings are needed during this Contract period, the dates of the additional washings are to be agreed upon by the Facility Manager and the Contractor. The price for additional washing shall be the same awarded Contract rate.