

## **Solicitation 2019-01 GS**

### **Janitorial Services for Monterey County Superior Court**

**Bid Designation: Public**



**Superior Court of California, County of Monterey**

## Bid 2019-001 GS Janitorial Services for Monterey County Superior Court

Bid Number	2019-001 GS
Bid Title	Janitorial Services for Monterey County Superior Court
Bid Start Date	October 18, 2019
Bid End Date	November 20, 2019
Question & Answer End Date	November 8, 2019
Bid Contact	Carey Pearce carey.pearce@monterey.courts.ca.gov
Contract Duration	2 Years with optional Annual renewals
Contract Renewal	3 Annual renewals
Quoted price	Quote good for 180 days and will continue for the first two years of the contract.
Job Walk	October 30, 2019 09:00:00 AM PST <b>ATTENDANCE IS MANDATORY</b> Location: 240 Church Street, Room 320 Salinas, California 93901
Bid Comments	<p>The Superior Court of California, County of Monterey is soliciting proposals for janitorial services, as specified in the Statement of Work of this Request for Proposals (RFP). Interested Proposers are invited to submit proposals.</p> <p>Please review the following documents for information on submitting a proposal: 2019001 GSRFP Janitorial Services and 2019-001 GS Administrative Rules for RFP. A contract will be awarded to the responsible Proposer who meets the requirements of this RFP and submits the highest-scored proposal. Partial bids will not be accepted.</p>

### Item Response Form

Item 2019-01-01 GS- Janitorial Services: Technical Proposal  
Quantity 1 each  
Prices are not requested for this item.  
Delivery Location Superior Court of California, County of Monterey  
No Location Specified  
Qty 1

#### Description

Please attach here the Technical Proposal for the services set forth in the Statement of Work.

Item 2019-01-02 GS - Janitorial Services: Cost Proposal for the Salinas Courthouse  
Quantity 1 month  
Unit Price   
Delivery Location Superior Court of California, County of Monterey  
No Location Specified

Qty 1

**Description**

Please provide your proposed monthly rate for the services as described in the Statement of Work for the Salinas Courthouse.

Item **2019-01-03 - Janitorial Services: Cost Proposal for the Salinas Court Annex**

Quantity **1 month**

Unit Price

Delivery Location **Superior Court of California, County of Monterey**

No Location Specified

Qty 1

**Description**

Please provide your proposed monthly rate for the services as described in the Statement of Work for the Salinas Court Annex.

Item **2019-01-04 - Janitorial Services: Cost Proposal for Monterey Courthouse**

Quantity **1 month**

Unit Price

Delivery Location **Superior Court of California, County of Monterey**

No Location Specified

Qty 1

**Description**

Please provide your proposed monthly rate for the services as described in the Statement of Work for the Monterey Courthouse.

Item **2019-01-05 - Janitorial Services: Cost Proposal for Marina Courthouse**

Quantity **1 month**

Unit Price

Delivery Location **Superior Court of California, County of Monterey**

No Location Specified

Qty 1

**Description**

Please provide your proposed monthly rate for the services as described in the Statement of Work for the Marina Courthouse.

Item **2019-01-06 - Janitorial Services: Cost Proposal for Emergency Cleaning Services**

Quantity **1 hour**

Unit Price

Delivery Location **Superior Court of California, County of Monterey**

No Location Specified

Qty 1

**Description**

Please provide a proposed hourly rate for emergency cleaning services, which may be requested by the Court.

Item **2019-01-07 - Janitorial Services: Cost Proposal for Additional Services**

Quantity **1 hour**

Unit Price

Delivery Location **Superior Court of California, County of Monterey**

No Location Specified

**Qty 1**

**Description**

Please provide a proposed hourly rate for additional services, which may be requested by the Court.

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Item **2019-01-08 - Janitorial Services: Cost Proposal for Day Porter Services**

Quantity **1 hour**

Unit Price

Delivery Location **Superior Court of California, County of Monterey**

No Location Specified

**Qty 1**

**Description**

Please provide a proposed hourly rate for day porter services.



**REQUEST FOR PROPOSALS**

**TO PROVIDE**

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF MONTEREY**

**WITH**

**JANITORIAL SERVICES**

**RFP NUMBER**  
**2019-01 GS**

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## 1.0 INTRODUCTION

The purpose of this Request for Proposals (“RFP”) is to solicit proposals from qualified Proposers to select and retain a qualified Contractor to provide janitorial services (“Services”) to four (4) court locations of the Superior Court of California, County of Monterey (“Court”).

Interested and qualified Proposers who can demonstrate their ability to successfully provide the Services described in this RFP are invited to submit a proposal. Proposals shall be submitted in accordance with the requirements set forth in this document.

An Agreement (“Agreement”) will be awarded to the Proposer who has met or surpassed the Court’s minimum mandatory requirements and who has submitted the highest scored proposal. All materials submitted in response to this RFP shall become a part of the proposal, and may be incorporated in a subsequent Agreement between the Court and the selected Contractor.

The use of the term “Proposer” in this RFP shall be considered synonymous with the term “Contractor”. The use of the term “Agreement” in this RFP shall be considered synonymous with the term “contract”.

## 2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks goods and services meeting the specifications set forth in the Statement of Work of this RFP.

Due to the nature of the requested services, any contract resulting from this RFP may be subject to the provisions of the Displaced Janitor Opportunity Act ([Labor Code sections 1060-1065](#)). In pertinent part, the Act requires a successor contractor or successor subcontractor to retain for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee’s performance or conduct while working under the terminated contract.

## 3.0 PERIOD OF PERFORMANCE

The Court will be contracting for an initial term of two (2) years, with three (3) optional successive one-year renewals.

## 4.0 RFP TIME-LINE

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court. Changes will be posted at [www.monterey.courts.ca.gov](http://www.monterey.courts.ca.gov).

RFP Issued ..... 10/18/2019

Job Walk-Through..... 10/30/2019 09:00 a.m. (PST)

Deadline for Questions ..... 11/08/2019 12:00 p.m. (PST)

Proposals Due Date..... 11/20/2019 12:00 p.m. (PST)

Proposal Evaluation and Interviews (*estimate only*) ... 11/21/19 – 12/20/2019

Notice of Intent to Award (*estimate only*)..... 12/27/2019

## **5.0 RFP ATTACHMENTS**

### **5.1 Statement of Work**

Describes in detail the specific services for which proposals are being solicited. Once a Contractor has been selected, the Statement of Work will become part of the final Agreement. See pages 15 through page 18.

### **5.2 Administrative Rules Governing RFPs**

These rules govern this solicitation and should be read carefully by Proposer. See pages 19 through page 26.

### **5.3 Sample Agreement**

Proposers are encouraged to review carefully the Sample Agreement. Please note that the Sample Agreement language is subject to change, that not all clauses shown may be used in any resultant Agreement, and that other Agreement provisions, which do not currently appear, may be included in any resultant Agreement. Proposers are not required to sign the Sample Agreement at this time. The Contractor selected to provide services as a result of this RFP process will be required to sign the final version of the Agreement upon completion of the negotiation process.

### **5.4 Disabled Veteran's Business Enterprise Forms (If Applicable)**

Complete the DVBE Declaration and the Bidder Declaration only if Proposer will claim the Disabled Veteran's Business Enterprise ("DVBE") preference associated with this solicitation. Please review the instructions before completing these forms. If Proposer submits incomplete or inaccurate information, it will not receive the DVBE preference.

### **5.5 Required Forms**

All forms listed below must be completed and submitted with items in Section 6. The completed forms will become part of the Proposer's proposal.

- Acknowledgement Form
- Bidder Certification
- Qualifications & Organization Questionnaire
- Acceptance of Terms and Conditions of Sample Agreement
- Darfur Contracting Act Certification



## **6.0 MINIMUM MANDATORY REQUIREMENTS**

Proposals submitted shall fulfill the Court's established minimum mandatory requirements in order to be considered for further review and evaluation. Failure to comply in any one of the minimum mandatory requirements may be cause for disqualifying a proposal from further consideration.

### **6.1 Proposal Submission Deadline**

Proposal must be received on or before the proposal due date.

### **6.2 Cover Letter**

Proposal must include a cover letter, as described in Subsection 7.1.1 of this RFP.

### **6.3 Experience and Capability**

Proposer must have at least five (5) consecutive years documented experience in providing services similar to the ones being solicited, as described in of this RFP.

### **6.4 Staff Qualifications**

Proposals must include resumes of each key staff member.

### **6.5 Business References**

Proposer shall provide a minimum of three (3) references of clients for whom the Proposer has conducted similar services, as described in the Statement of Work of this RFP.

### **6.6 Financial Stability**

Proposer must provide proof of Proposer's financial stability for the last three (3) years.

### **6.7 Insurance**

Selected Proposer agrees to procure, maintain, and provide to the Court proof of insurance coverage for all the programs of insurance in the amounts specified in Section 25.0 (Insurance) of the Sample Agreement.

### **6.8 Business License and Certification**

Proposer must submit copies of any current business licenses, professional licenses, certificates or other credentials required by the nature of the contract work to be performed by Proposer.

### **6.9 Cost Proposal**

Proposer must submit its rates for the Services described in the Statement of Work.

#### 6.10 Required Forms

Proposer must complete all Required Forms listed in Subsection 5.5 of this RFP. The required forms can be found on the Superior Court of California, County of Monterey website, <https://www.monterey.courts.ca.gov> and must be submitted to Carey Pearce, [carey.pearce@monterey.courts.ca.gov](mailto:carey.pearce@monterey.courts.ca.gov), Purchasing / Contracts Administration.

#### 6.11 Mandatory Job Walk-Through

All Proposers must attend a mandatory Walk-Through. The Walk-Through will be held as specified below:

Date: **10/30/2019**  
Time: **9:00 a.m. (PST)**  
Address: 240 Church Street, Room 320, Salinas, California 93901  
Telephone: Steve (509) 885-0806 or Carey (831) 524-1712

The Walk-Through will begin at the Salinas Courthouse, move to the Marina Courthouse and end at the Monterey Courthouse.

If a Proposer is unable to attend the Walk-Through, an authorized representative may attend on its behalf. A representative may only sign in for one Proposer.

### 7.0 PROPOSAL CONTENTS

#### 7.1 Technical Proposal

In preparing its Technical Proposal, Proposer should do so in its own words and take care not to simply copy the language in the RFP. Care should also be taken to ensure that the proposal responds completely and thoroughly to all of the requirements set forth in this RFP. The objective of the proposal submission is for the Court to ascertain Proposer's ability to provide or exceed the required service levels. In addition, specific information is requested from all Proposers to ensure that the proposals can be fairly compared in a standard manner. Only that information which is contained in the proposal will be evaluated. Incomplete or inaccurate information will result in disqualification of Proposer.

**IMPORTANT: PROPOSALS MUST BE SUBMITTED IN THE FORMAT DESCRIBED BELOW, BOTH AS TO SEQUENCE AND CONTENT. FAILURE TO COMPLY WITH THESE PROVISIONS MAY, IN THE COURT'S SOLE DISCRETION, RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

##### 7.1.1 Cover Letter

The proposal must start with a cover letter addressed to **Steve Fischer** on Proposer's stationery. A corporate officer or person who is authorized to

represent Proposer must sign this letter on behalf of Proposer. The letter must include the following:

- 7.111 The name, title, address, telephone number, e-mail address and facsimile number of person(s) authorized to make representations for Proposer during negotiations and commit Proposer to a contract;
- 7.112 A statement that confirms Proposer is registered to do business in California and provide its corporate charter number; and
- 7.113 Proposer's Federal Tax Identification Number.

#### 7.1.2 Experience and Capability

- 7.121 Describe the size, number of personnel, extent of your operations, and headquarters site of your company.
- 7.122 Provide a summary of relevant background information about Proposer. State how long Proposer has been in business under the current business name. If in business under another name, indicate prior business name(s).

Proposer must have a minimum of five (5) consecutive years documented experience providing services similar to those being solicited under this RFP. If Proposer has been in existence less than five (5) years, then information regarding the principals in the company must be provided to substantiate compliance with the experience requirement. Provide names of persons with whom the principals associated as partners or business associates in the last five (5) years.

- 7.123 Provide a specific listing of current and previous contracts for the same or similar services with the Court or other government agency in the past three (3) years. The information should identify each contract, time period of the contract, department name, contact person and their telephone number, annual contract dollar amount and a description of the service provided. If Proposer has not had any contracts during the last three (3) years with the Court or other government agency, a statement to that effect must be included.
- 7.124 Provide a list of commitments and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise that may affect Proposer's ability to perform the contract. If Proposer does not have any commitments or potential commitments that may affect Proposer's ability to perform the contract, a statement to that effect must be included.

#### 7.1.3 Staff Qualifications

For each key staff member provide a resume describing the individual's background and experience, as well as the individual's ability and experience in

conducting the proposed activities.

#### 7.1.4 Business References

Provide a list of a minimum of three (3) references of clients for whom the Proposer has conducted similar services as described in the Statement of Work of this RFP. Please include name, title, address, telephone number and e-mail address of person(s) authorized to make representations for the client. The Court may check references listed by the Proposer.

#### 7.1.5 Proof of Financial Stability

Provide a copy of Proposer's audited financial statements for the last three (3) years. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Position), Income Statement (Statement of Operations), and the Retained Earnings Statement.

**Do not** submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so identified on each page.

#### 7.1.6 Insurance

Attest that Proposer complies with the Indemnification and Insurance requirements of Section 32.0 (Indemnification by Contractor) and Section 25.0 (Insurance) of the Sample Agreement. Include proof of current insurance for other contracts. ACORD Certificate of Liability Insurance is preferred. If required levels of insurance are not in place, a letter from Proposer's insurance broker stating that the required amounts will be provided should a contract be awarded is acceptable. If a contract is awarded, an insurance certificate specifically endorsing the Court will be required prior to start of work.

#### 7.1.7 Business License and Certification

Proposer must provide a list of all business or professional licenses or certificates required by the nature of the services to be performed and held by Proposer (i.e. California State Board of Equalization Seller's Permit and Business License).

#### 7.1.8 Required Forms

Proposer shall complete and submit to Carey Pearce, [carey.pearce@monterey.courts.ca.gov](mailto:carey.pearce@monterey.courts.ca.gov), all Required Forms listed in Subsection 5.5.

### 7.2 Cost Proposal

#### 7.2.1 Proposer shall submit in a separate email its fixed rate for the Services described

in the Statement of Work. This separate email with its fixed Services rates shall be addressed to:

Mr. Carey Pearce

[carey.pearce@monterey.courts.ca.gov](mailto:carey.pearce@monterey.courts.ca.gov)

Superior Court of California, County of Monterey  
Purchasing / Contracts Administration

- 72.1.1 Monthly cost per site
- 72.1.2 Hourly rate for emergency cleaning services
- 72.1.3 Hourly rate for additional services
- 72.1.4 Hourly rate for day porter services

- 7.2.2 In calculating pricing to be offered, Proposers are cautioned to include all costs associated with providing this service.

## 8.0 EVALUATION CRITERIA

- 8.1 At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.
- 8.2 Proposals will be evaluated by the Evaluation Committee using the criteria set forth in the table below. The total maximum allowable points will be 100points. Award, if made, will be to the **highest-scored proposal**.
- 8.3 If a contract will be awarded, the Court will post an Intent to Award Notification at <http://www.monterey.courts.ca.gov/>

EVALUATION CRITERIA	Maximum Points
Experience and Capability	30
Staff Qualifications	27
<b>Cost Proposal</b> The Cost Proposal will be evaluated on the overall reasonableness of the prices submitted.	25
<b>Format of Proposal</b> Order of information presented within proposal documents follows the order outlined in Subsection 7.1 (Technical Proposal) and proposal documents include Cover Letter and all information requested in Section 7.0.	5
<b>Acceptance of Terms and Conditions</b> (As set forth in the Required Form entitled "Acceptance of Terms and Conditions of Sample Agreement")	10

<b>Disabled Veteran's Business Enterprise ("DVBE") (See Section 21.0)</b>	<b>3</b>
<b>TOTAL MAXIMUM ALLOWABLE POINTS</b>	<b>100</b>

## 9.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see <http://www.courts.ca.gov/documents/jbcl-manual.pdf>). Failure of Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. The deadline for the Court to receive an award protest is five (5) court days after the Court posts the intent to award. If the Court receives a timely award protest, the protester will have five (5) calendar days after the Court receives the protest to submit the required information. Protests should be sent to:

Mr. Colin Simpson, Chief Financial  
Officer Superior Court of California  
County of Monterey  
Finance Division  
240 Church Street  
Salinas, California 93901  
[colin.simpson@monterey.courts.ca.gov](mailto:colin.simpson@monterey.courts.ca.gov)

Any written protest or objection received by the Court after five (5) court days shall not be considered and the Court's decision to recommend the award of the Agreement to the successful Proposer shall be upheld.

THE COURT SHALL TAKE NO RESPONSIBILITY WHATSOEVER FOR THE RECEIPT OR HANDLING OF ANY PROTEST OR OBJECTION WHICH IS NOT RECEIVED BY THE PERSON INDICATED ABOVE BY THE STATED DEADLINE.

## STATEMENT OF WORK

ESTIMATED SQUARE FOOTAGE			
FACILITY/ADDRESS/DESCRIPTION	ESTIMATED SQ. FOOTAGE	ESTIMATED SQ. FOOTAGE CARPET	# OF FLOORS
Salinas Courthouse 240 Church Street Salinas, California 93901	92,215	90,000	4
Salinas Court Annex 118 W. Gabilan Street Salinas, California 93901	2,920	2,750	2
Monterey Courthouse 1200 Aguajito Road Monterey, California 93940	33,463	33,000	4
Marina Courthouse 3180 Del Monte Boulevard Marina, California 93933	14,500	13,900	1

## JANITORIAL SERVICES SPECIFICATIONS

### DAILY SERVICE

**Monday through Friday – Salinas Courthouse, Salinas Court Annex, Monterey Courthouse, Marina Courthouse.**

#### **A. General Cleaning**

1. Empty wastebaskets, recycle bins and place trash and recyclables in appropriate dumpsters, replace liners as necessary, and replace liners in break rooms and restrooms daily.
2. Clean fixtures, water fountains, rails, spot clean doors and walls.
3. Damp wipe areas and furniture.
4. Report all graffiti to Facility Representative.
5. Clean all doors around door knobs and push plates.
6. Clean break-rooms including sinks, tables, chairs.
7. Clean seats and under benches and chairs in public areas and courtrooms.
8. Check under benches and chairs in public areas and courtrooms for gum and other debris.

**B. Floor and Carpet Care**

1. Dust mop and wet mop all hard surface floors using a neutral general purpose floor cleaner.
2. Vacuum all carpeted floors including entry mats.
3. Remove chewing gum, staples and other debris from carpet and hard surface floors.

**C. Window Cleaning**

1. Clean entry doors and lobby glass inside and out.
2. Clean all interior partition and counter glass.
3. Clean all interior door glass.

**D. Restroom Cleaning**

1. Empty waste containers and replace trash liners.
2. Dust mop and wet mop floors using a disinfectant floor cleaner.
3. Restock all dispensers with the proper product (hand soap, toilet paper, paper towels, etc.).
4. Scrub all restroom fixtures using a deodorizing disinfectant cleaner.
5. Scrub all toilets and urinals inside using a deodorizing bowl cleaner.
6. Report all stopped-up urinals, toilets, and sinks or other items needing repairs to Facility Representative.
7. Clean restroom mirrors and glass.
8. Report all graffiti to Facility Representative.
9. Wipe down all walls and partitions with damp disinfectant cloth to remove stains and odor.
10. Clean and disinfect all restroom doors around door knobs and push plates.

**WEEKLY SERVICE**

**Fridays – Salinas Courthouse, Salinas Court Annex, Monterey Courthouse, Marina Courthouse**

**A. General Cleaning**

1. Remove fingerprints from doors, walls, and light switches.
2. Remove marks and clean all door kick plates.
3. Wash trash receptacles and recycle bins inside and outside as needed and replace trash liners.
4. Wash all handrails, including the ones located in all public and employee stairways.



**B. Floor and Carpet Care**

1. Damp mop hard surface floors using a neutral general purpose floor cleaner and a clean mop.
2. Buff all hard surface finished floors using a high speed machine.
3. Sweep and damp mop all stairwells (public and employee.)
4. Spot clean all carpeted floors.

**C. Restroom Cleaning**

1. Thoroughly scrub all sinks to remove calcium and hard water build-up.
2. Thoroughly scrub toilets and urinals to remove calcium and hard water build-up.

**D. Dust Removal**

1. All desks and filing cabinets where cleared.
2. All table tops and counters where cleared.
3. All window and door sills.
4. All tops of ledges, baseboards, and partitions.
5. All chairs - damp wipe.
6. Remove all cobwebs from ceilings, corners, and crevices.
7. All public and employee stairwell surfaces.
8. All bookcases where cleared.

**MONTHLY SERVICES (Last Weekend of the Month)**

**A. Floor and Carpet Care**

1. Machine scrub all hard surface floors, if floor has a finish coat, spray buff floor.
2. Edge out all carpet (areas that are out of reach during normal vacuuming).

**B. Restroom Cleaning**

1. Wash all walls and partitions using a deodorizing disinfectant cleaner.

**C. Vacuum Dust**

1. Vacuum all upholstered furniture.
2. All blinds.

**QUARTERLY SERVICES (January, April, July, October)**

**A. General Cleaning**

1. Wash exterior of all desks, filing cabinets, and tables.
2. Machine scrub restroom floors using a deodorizing disinfectant floor cleaner.

**B. Floor and Carpet Care**

1. Clean all carpeted areas using extractor method.
2. Strip and refinish all hard surface floors using approved finish.

**C. Window Cleaning**

1. Wash the inside of all windows.

**D. Dusting**

1. Damp dust or vacuum dust all light fixtures, HVAC vents and surfaces/ledges above 6 feet.

**BI-MONTHLY SERVICES**

**A. Utility Room Cleaning**

1. Coordinate with the Court's facility representative to schedule the dust and wet mopping of all Electrical, Exhibit, IDF's and MDF rooms.

**GENERAL GUIDELINES**

1. Janitorial rooms shall be kept clean, neat, free from odor and clutter.
2. All chemicals used in all facilities shall meet federal, State and local green guidelines.
3. All chemicals used in all facilities shall have current Safety Data Sheets (SDS) located in all janitorial rooms.
4. Bottles and containers shall be properly labeled at all times.
5. Mop pails shall not have standing water or solutions overnight.
6. Janitorial room drains and sinks are to be kept clean and open.

## **ADMINISTRATIVE RULES GOVERNING RFPS (NON-IT GOODS AND SERVICES)**

### **1.0 COMMUNICATIONS WITH COURT REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, any communications regarding this RFP must be submitted only through the Court's Contract Officer, [carey.pearce@monterey.courts.ca.gov](mailto:carey.pearce@monterey.courts.ca.gov).

### **2.0 QUESTIONS REGARDING THE RFP**

Proposers interested in responding to the RFP may submit questions to Carey Pearce, [carey.pearce@monterey.courts.ca.gov](mailto:carey.pearce@monterey.courts.ca.gov) on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If Proposer is requesting a change, the request must set forth the recommended change and Proposer'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 prior to the proposal due date and time.

### **3.0 ERRORS IN THE RFP**

**3.1** If, before the proposal due date and time listed in the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, Proposer must immediately notify the Court by sending an email to the Bid Contact and request modification or clarification of the RFP. Without disclosing the source of the request, the Court may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.

**3.2** If a Proposer fails to notify the Court of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the RFP, the Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the contract, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **4.0 OPTION TO CANCEL, AMEND OR EXTEND RFP**

The Court reserves the right to cancel, amend or extend the RFP, in its sole discretion, at any time prior to the issuance of a contract.

### **5.0 ADDENDA**

**5.1** The Court may modify the RFP before the proposal due date and time listed in the

RFP by issuing an addendum on the Courts website. No oral statements by any person shall modify or otherwise affect the terms, conditions or specifications stated in the RFP.

- 5.2** It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- 5.3** If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court by sending an email to the Bid Contact no later than one day following issuance of the addendum.

## **6.0 COURT RESPONSIBILITIES**

The Court is responsible only for that which is expressly stated in this solicitation document and any authorized amendment or addenda thereto. Court is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## **7.0 SUBMISSION OF PROPOSALS**

- 7.1** To be considered, proposals must be received on or before the submission deadline specified in the RFP. The Court will accept only one proposal per individual, firm, partnership or corporation under the same or different names.
- 7.2** All proposals must be submitted by courier in a sealed envelope. Proposer is solely responsible for ensuring that the full proposal is submitted prior to the submission deadline.
- 7.3** The Court shall under no circumstances be held liable for any costs incurred in connection with the preparation or submittal of any proposal or in connection with the modification of any of Proposer's operations in response to this RFP.
- 7.4** Submission of a proposal constitutes an acknowledgement that Proposer accepts and is willing to comply with the terms and conditions of the RFP, the attachments and any addenda, and has reviewed all applicable laws, regulations, ordinances and resolutions dealing with or related to this procurement. Proposer's failure or neglect to examine such documents, Laws, regulations, ordinances or resolutions shall in no way relieve Proposer from any obligations with respect to any contract issued as a result of this RFP.

## **8.0 AMENDMENT OR WITHDRAWAL OF PROPOSALS**

A Proposer may amend or withdraw its proposal at any time prior to the submission deadline by notifying Carey Pearce at [carey.pearce@monterey.courts.ca.gov](mailto:carey.pearce@monterey.courts.ca.gov). Proposer may thereafter submit a new or modified proposal, provided that it is submitted prior to the deadline listed in the RFP. Amendments or withdrawals offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the RFP.

## **9.0 ERRORS IN THE PROPOSAL**

If errors are found in a proposal, the Court may reject the proposal; 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 Proposer (if selected for the award of the contract), Proposer will be informed of the errors and corrections thereof and will be given the option to a proposal by the corrected amount or withdraw the proposal.

## **10.0 RIGHT TO REJECT PROPOSALS**

- 10.1** The Court may, in its sole discretion, reject any or all proposals submitted in response to this RFP. Only one proposal per individual, firm, partnership, or corporation under the same or different names will be considered. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered in this RFP process.
- 10.2** The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers 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 Proposer.
- 10.3** The Court reserves the right to issue similar RFPs in the future. The RFP 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 proposal.
- 10.4** Proposers are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Proposer's proposal.

## **11.0 EVALUATION PROCESS**

- 11.1** An initial Pass/Fail review will be made of all proposals submitted to determine their compliance with the RFP format instructions and fulfillment of the minimum mandatory requirements. Failure to comply with any of the minimum mandatory requirements may be cause for disqualifying a proposal from further consideration and review. The Court may, in its sole discretion, reject any or all proposals submitted in response to this RFP. Such review and determination is not subject to appeal, and will be done at the sole discretion of the Court.
- 11.2** Proposals that contain false, incomplete 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 RFP. A proposal containing

conditions or limitations established by Proposer may be deemed irregular and rejected by the Court in its sole discretion.

- 11.3** Upon completion of the initial review, all proposals receiving a “Pass” will be evaluated by the Evaluation Committee. The Evaluation Committee will include representatives of the Court. The Court may utilize the services of appropriate experts to assist in the evaluation process and may request further written clarification from Proposers. The Evaluation Committee, at its sole discretion, may delegate certain functions to one or more subcommittees.
- 11.4** A reasonable inquiry to determine the responsibility of Proposer may be conducted. The unreasonable failure of Proposer to promptly supply information in connection with such inquiry, including but not limited to information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility with respect to such Proposer. By submitting a proposal in response to this RFP, Proposer acknowledges that it gives the Court investigative authority to verify and confirm any and all related information, credentials, resources, and references listed in the proposal.
- 11.5** The Court may conduct oral interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. Interviews are schedule with Proposers at the discretion of the Court. The interviews may be conducted in person or by phone. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location.
- 11.6** In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

## **12.0 DISPOSITION OF MATERIALS/CONFIDENTIAL OR PROPRIETARY INFORMATION**

- 12.1** All materials submitted in response to the RFP will become the property of the Court.
- 12.2** A copy of each proposal 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. For further information go to the following website:  
  
[www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10\\_500](http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).
- 12.3** If information submitted in a proposal 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.

### **13.0 OFFER PERIOD**

Proposer's proposal is an irrevocable offer for one hundred eighty (180) calendar days following the proposal 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.

### **14.0 PAYMENT TERMS**

**14.1** Payment terms will be specified in any agreement that may ensue as a result of the RFP.

**14.2 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 Proposer.

### **15.0 AWARD OF CONTRACT**

Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.

### **16.0 EXECUTION OF FORMAL AGREEMENT (IF APPLICABLE)**

**16.1** Proposers are hereby advised that this RFP is a solicitation for proposals only. It is not intended to be, nor is it to be construed as, an offer to enter into any contract or other agreement. Acceptance or recommendation of a proposal does not constitute formation of a contract. A contract can be created only by formal approval and execution by the Court Executive Officer or designee.

**16.2** Once negotiations have been completed with the selected Contractor, a recommendation for an award of a contract will be made to the Court Executive Officer or designee, who is, and shall remain, the ultimate decision maker for the Court.

**16.3** A Proposer submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.

**16.4** Upon award of the contract, the agreement shall be signed by Proposer 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. 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 Proposer's own risk.

**16.5** The period for execution of the agreement set forth in the RFP 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 Proposer refuses or fails to execute the contract, the Court may award the contract to the next qualified Proposer.

- 16.6** The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by Proposer may delay execution of a contract.

## **17.0 NEWS RELEASES**

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court's designee.

## **18.0 NO CONFLICT OF INTEREST**

Proposer must certify that Proposer has no interest that would constitute a conflict of interest under Public Contract Code sections [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. See Bidder Certification form.

## **19.0 ANTI-TRUST CLAIMS**

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

## **20.0 AMERICANS WITH DISABILITIES ACT**



The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to the Court's designee.

**21.0 DISABLED VETERANS BUSINESS ENTERPRISE INCENTIVE (IF APPLICABLE)**

- 21.1** Qualification for the Disabled Veterans Business Enterprise (DVBE) incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- 21.2** Eligibility for and application of the DVBE incentive is governed by the Court's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Court's sole determination, Proposer has met all applicable requirements.
- 21.3** To receive the DVBE incentive, at least 3% of the purchase order goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").
- 21.4** If Proposer wishes to seek the DVBE incentive:
  - 21.4.1** Proposer must complete and submit with its proposal, the DVBE Proposer Declaration. Proposer must submit with the DVBE Proposer Declaration all materials required in the DVBE Proposer Declaration.
  - 21.4.2** Proposer must also submit with its proposal, a DVBE Declaration completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.
- 21.5** Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.
- 21.6** If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.
- 21.7** If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-purchase order DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the COURT approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

**21.8 Fraudulent misrepresentation in connection with the DVBE incentive is a misdemeanor and is punishable by imprisonment or fine, and violators are liable for civil penalties. See [Military & Veterans Code section 999.9](#).**



**SAMPLE**

**AGREEMENT**

**BY AND BETWEEN**

**SUPERIOR COURT OF CALIFORNIA,**

**COUNTY OF MONTEREY**

**AND**

**(COMPANY/VENDOR NAME)**

**FOR**

**JANITORIAL SERVICES**

**AGREEMENT NUMBER 2019-01 GS**

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EXHIBITS

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EXHIBIT C1	Contractor Acknowledgement and Confidentiality Agreement
EXHIBIT C2	Contractor Employee Acknowledgement and Confidentiality Agreement
EXHIBIT D	Displaced Janitor Opportunity Act
EXHIBIT E	Darfur Contracting Act Certification

This Agreement is made and entered into at Salinas, California by and between SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY ("Court") and (COMPANY/VENDOR) ("Contractor"), as of the Effective Date, for Janitorial Services for four court locations, with regard to the following recitals:

WHEREAS, the Lockyer-Isenberg Trial Court Funding Act of 1997, effective January 1, 1998, authorizes Court to enter into certain contracts related to court operations; and

WHEREAS, Court desires to contract for services, as specified, provided by Contractor; and

WHEREAS, Contractor was selected through a process of competitive bidding for the provision of the described services (See RFP SP-2015-0025); and

WHEREAS, the California Judicial Branch Contract Law ([Public Contract Code sections 19201-19210](#)) requires judicial branch entities to enter into contracts for the procurement of goods and services consistent with the Judicial Branch Contracting Manual adopted by the Judicial Council;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated as part of this Agreement, Court and Contractor agree as follows:

## **1.0 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.

## **2.0 QUALIFICATION IN CALIFORNIA**

Contractor is, and will remain for the term of this Agreement, qualified to do business and in good standing in California.

## **3.0 APPLICABLE DOCUMENTS**

**3.1** This present document and attached, Exhibit A (Statement of Work); Exhibit B (Pricing and Billing Schedule); Exhibit C1 (Contractor Acknowledgment and Confidentiality Agreement); Exhibit C2 (Contractor Employee Acknowledgment and Confidentiality Agreement); Exhibit D (Displaced Janitor Opportunity Act); and Exhibit E (Darfur Contracting Act Certification): all of which are hereby incorporated herein by this reference, collectively shall constitute the complete and exclusive statement of understanding and agreement between the parties which supersedes any and all previous written or oral agreements, and any and all prior communications between the parties relating to the subject matter of this Agreement (throughout and hereinafter referred to collectively as the "Agreement").

**3.2** In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise, between and/or among this present document and the Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the body of this present document and then to the Exhibits according to the following priority:

- (1) EXHIBIT A Statement of Work
- (2) EXHIBIT B Pricing and Billing Schedule
- (3) EXHIBIT C1 Contractor Acknowledgment and Confidentiality Agreement
- (4) EXHIBIT C2 Contractor Employee Acknowledgment and Confidentiality Agreement
- (5) EXHIBIT D Displaced Janitor Opportunity Act
- (6) EXHIBIT E Darfur Contracting Act

#### **4.0 PERIOD OF PERFORMANCE**

- 4.1** The initial period of performance under this Agreement shall commence on the date of its execution by the Court Executive Officer or designee (the Effective Date), and shall continue for one (1) year thereafter.
- 4.2** This Agreement may also be extended for up to two (2) additional and successive two-year periods of performance, at the discretion of the Court Executive Officer or designee.
- 4.3** Court authorizes its Court Executive Officer or designee to extend this Agreement on a month-to-month basis, with the mutual consent of Court and Contractor, for an additional period not to exceed six (6) months.
- 4.4** Court shall notify Contractor in writing at least thirty (30) days prior to the beginning of the pertinent extension period of any determination to extend this Agreement beyond its initial period of performance.

#### **5.0 CONTRACTOR'S SERVICES**

Pursuant to the provisions of this Agreement, Contractor shall fully provide, complete, and deliver on time all tasks, deliverables, services, and other work as set forth in Exhibit A (Statement of Work), and as otherwise required in this Agreement. Time is of the essence for Contractor's performance under this Agreement.

#### **6.0 PUBLIC AGENCY CLAUSE**

This Agreement is a result of an open, competitive procurement, specifically Janitorial Services ("RFP"), conducted August through October 2019. The RFP process and the content and form of this Agreement are in full accordance with the rules, regulations and requirements of the California Judicial Branch Contract Manual.

Other California courts or any government agency located in the State of California can leverage this Agreement to utilize Contractor for services, by obtaining day-to-day bids, quotes, and proposals, etc. from Contractor. The pricing in this proposal is only applicable to Courts within the California Judicial Branch of government. California government entities outside of the California Judicial Branch of government are free to utilize the terms and conditions of this contract; however, the pricing would either increase or decrease based on the government/agency entity type and will vary based on user-counts, bid counts, and features required. Each government entity is responsible for negotiating its own pricing with Contractor.



Court assumes absolutely no liability or responsibility of any type or any fashion related to the use of this Agreement by any other court or any other government agency, or such court's/agency's business relationship with Contractor.

## **7.0 INTENTIONALLY OMITTED**

## **8.0 COMPENSATION**

### **8.1 Contract Sum**

- 8.1.1 The Contract Sum shall be the maximum total monetary amount payable by Court to Contractor for supplying all the tasks, deliverables, services, and other work specified under this Agreement. All work completed by Contractor must be deemed acceptable to, and approved in writing by, Court's Project Manager which approval shall not be unreasonably withheld. If Court's Project Manager does not approve the work in writing, payment to Contractor shall be made in accordance to Subsection 8.2 of this Agreement.
- 8.1.2 The total annual Contract Sum shall not exceed \$ **Contract Value** and shall be paid in accordance with Exhibit B (Pricing and Billing Schedule).
- 8.1.3 Any additional work requested by Court that exceeds the scope of Exhibit A (Statement of Work), must be approved in advance, and in writing, by the Court Executive Officer or designee.
- 8.1.4 Any change in the Contract Sum must be approved in advance, and in writing, by the Court Executive Officer or designee.
- 8.1.5 If Contractor provides any task, deliverable, good, service, and/or other consideration to Court other than those specified in this Agreement, or if Contractor provides such items requiring Court's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against Court therefor.

### **8.2 Fees**

Contractor shall provide all goods and services at the rates set forth in Exhibit B (Pricing and Billing Schedule). Court shall have no obligation for payment of fees for any goods or services provided by Contractor except for those which are satisfactorily completed and expressly authorized pursuant to this Agreement.

### **8.3 Expenses**

- 8.3.1 Court shall not provide reimbursement for travel expenses, mileage, or any other Contractor expenses, without the prior written approval of Court's Project Manager.
- 8.3.2 Court shall not reimburse any Contractor expenses for staff time or overtime spent performing services or for any time spent to provide information for Court audits or billing inquiries.

### **8.4 Salaries and Employee Benefits**

Contractor will be solely responsible for providing to its employees all legally

required employee benefits, and Court shall not be held liable for the direct payment of any salaries, wages, or other compensation to any personnel provided by Contractor.

## 9.0 CONTRACT ADMINISTRATION

### 9.1 Key Personnel

Court and Contractor shall each designate a Project Director who shall have full authority to act on all daily operational matters concerning Contractor's performance under this Agreement. Contractor's Project Director shall be subject to Court's written approval. Contractor shall not replace its Project Director without prior written approval by Court. Contractor's Project Director shall be available by telephone during regular business hours.

### 9.2 Contractor's Representatives

#### 9.2.1 Contractor's Project Director

- 9.2.1.1 Contractor's Project Director for this Agreement shall be the following person, or designee:

**Contractor Project Director**  
**Address**  
**City, State XXXXX**  
**Phone**  
**Email**

- 9.2.1.2 Contractor shall notify Court in writing of any change in the name or address of Contractor's Project Director.
- 9.2.1.3 Contractor's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.
- 9.2.1.4 Contractor's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate Contractor in any respect whatsoever.
- 9.2.1.5 Contractor's Project Director shall provide direction to Court in the areas relating to Contractor's policies, information requirements, and procedural requirements.
- 9.2.1.6 Contractor's Project Director shall be responsible for determining whether the technical standards and requirements of this Agreement are met by Contractor and for evaluating Contractor's performance under this Agreement.
- 9.2.1.7 Contractor's Project Director shall plan and coordinate Contractor's efforts with Court.

#### 9.2.2 Contractor's Project Manager

- 9.2.2.1 Contractor shall provide a Project Manager to represent Contractor and to oversee day-to-day operation of each site.

- 9.2.2.2 Contractor's Project Manager shall be the following person, or designee who shall be a full time employee of Contractor:

**Contractor Project Manager**  
**Address**  
**City, State XXXXX**  
**Phone**  
**Email**

- 9.2.2.3 Contractor's Project Manager shall be responsible for reporting to Court as specified in this Agreement and as may be required by Court from time to time. Contractor's Project Director shall plan and coordinate Contractor's efforts with Court.
- 9.2.2.4 Contractor's Project Manager shall communicate with Court's Project Director on an on-going basis concerning any problems, modification, and contractual obligation, and shall be available during regular business hours for problem resolution.
- 9.2.2.5 Contractor's Project Manager shall inform Court's Project Director of any change in production or in Contractor's personnel assigned to provide goods and/or services to Court.
- 9.2.2.6 Contractor's Project Manager shall provide Court with monthly accounting reports as required under this Agreement.
- 9.2.2.7 Contractor's Project Manager shall provide Court's Project Director with the names, position titles and telephone numbers of Contractor's local staff assigned to provide goods and/or services to Court under this Agreement.

### **9.3 Court's Representative**

#### **9.3.1 Court Personnel**

Unless stated otherwise in this Agreement, all Court personnel assigned to this Agreement shall be under the exclusive supervision of Court. Contractor understands and agrees that all such Court personnel are assigned only for the convenience of Court. Contractor hereby represents that its price, project schedule, and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

#### **9.3.2 Court's Project Director**

- 9.3.2.1 Court's Project Director for this Agreement shall be the following person, or designee:

**Court's Project Director**  
**Superior Court of California**  
**County of Monterey**  
**240 Church Street**  
**Salinas, California 93901**

**Phone**  
**Email**

- 9.3.2.2 Court shall notify Contractor in writing of any change in the name or address of Court's Project Director.
- 9.3.2.3 Court's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.
- 9.3.2.4 Court's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate Court.
- 9.3.2.5 Court's Project Director shall provide direction to Contractor in the areas relating to Court policy, information requirements, and procedural requirements.
- 9.3.2.6 Court's Project Director shall have the right at all times to inspect any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- 9.3.2.7 Court's Project Director may request a change of Contractor's Project Director if the objectives of this Agreement are not being met as determined in the sole judgment of Court's Project Director.
- 9.3.2.8 Court's Project Director shall be responsible for determining whether the technical standards and requirements of this Agreement are met by Contractor and for evaluating Contractor's performance under this Agreement.
- 9.3.2.9 Court's Project Director shall plan and coordinate Contractor's efforts with Court.
- 9.3.3 Court's Project Manager
  - 9.3.3.1 Court's Project Manager for this Agreement shall be the following person or designee:  
**Court's Project Manager**  
**Superior Court of California**  
**County of Monterey**  
**240 Church Street**  
**Salinas, California 93901**  
**Phone**  
**Email**
  - 9.3.3.2 Court shall notify Contractor in writing of any change in the name or address of Court's Project Manager.
  - 9.3.3.3 Court's Project Manager shall monitor and evaluate Contractor's performance.
  - 9.3.3.4 Court's Project Manager is not authorized to make any changes in any terms and conditions of this Agreement, and is not authorized to further obligate Court in any respect

9.3.4 Court's Contract Manager

9.3.4.1 Court's Contract Manager for this Agreement shall be the following person or designee:

**Assigned Court Staff**  
**Superior Court of California**  
**County of Monterey**  
**Address**  
**City, State XXXXX**  
**Phone**  
**Email**

9.3.4.2 Court shall notify Contractor in writing of any change in the name or address of Court's Contract Manager.

9.3.4.3 Contract Manager shall be responsible for resolving contractual issues relating to terms and conditions of this Agreement.

9.3.4.4 Contract Manager shall be responsible for preparing amendments, extensions and addendums to this Agreement.

## 10.0 HIRING OF EMPLOYEES

Contractor and Court agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party.

## 11.0 COURT APPROVAL OF CONTRACTOR'S STAFF

11.1 Court has the reasonable right to approve, which approval shall not be unreasonably withheld, members of Contractor's management staff during the performance of the work hereunder and prior to any proposed changes in Contractor's management staff. Contractor shall provide Court's Project Director with résumés of all proposed management staff and shall make such staff available for interview by Court upon request of Court's Project Director. By execution hereof, Court has approved **First, Last Name and First, Last Name** as the current Contractor's Project Director and Project Manager respectively.

### 11.2 Background Checks

11.2.1 Background checks are required by the Court at the Contractor's expense and shall be performed immediately following the assignment to any court location.

11.2.2 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/or (b) any person whose background check results, the Court advises are unacceptable to the Court.

11.2.3 At the Court's discretion, contractor's staff shall take security awareness certification training per Section 13.4 below.

## **12.0 INTENTIONALLY OMITTED**

## **13.0 SECURITY COMPLIANCE**

**13.1** Unless special arrangements are made per the instructions set forth below:

- (A) Contractor employees shall enter Court buildings only during specified hours;
- (B) If during normal court business hours, Contractor employees shall enter Court buildings through public weapon screening entrances; and
- (C) If during normal court business hours, all items brought into Court facilities by Contractor employees shall be examined by X-ray machines and may be subject to further physical inspection by Courthouse security personnel.

**13.2** If Contractor must provide services or make deliveries of goods outside of regular Court business hours, or if Contractor must bring items into Court facilities that cannot reasonably be placed on or examined by an X-ray machine at a public weapon screening entrance, Court reserves the right to have the Contractor's Project Director and Court's Project Director make special arrangements for Courthouse security personnel to manually search Contractor employee(s) and all items being brought by Contractor employee(s) into Court facility

**13.3** Court reserves the right to have any Contractor employee first be searched by duly authorized and uniformed Courthouse security personnel before entering a Court facility. Court reserves the right to have Contractor employee's item(s) be searched by Courthouse security personnel before bringing any item(s) into Court facility.

**13.4** Court reserves the right to require that all contractor personnel who have unescorted after business hours access to a court facility take the Department of Justice security awareness certification training. If required, the security awareness training must be completed every 2 years.

## **14.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. Contractor shall indemnify, defend and hold Court harmless from any employer sanctions or other liability which may be assessed against Court or Contractor.

## **15.0 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY**

Contractor shall not assign employees under the age of 18 to perform work under this Agreement. All of Contractor's employees working at Court facilities must be able to communicate in English. Contractor's employees must be legally present and permitted to work in the United States.

## **16.0 RULES AND REGULATIONS**

While Contractor's employees or agents are at the facilities of Court, County of Monterey, or of the State of California, they shall be subject to the rules and regulations of those facilities. Contractor shall immediately remove and replace its employees who do not comply with the rules and regulations of such Court, County or State facilities.

## **17.0 INVOICES AND PAYMENTS**

### **17.1 Submitting Invoices**

- 17.1.1 Contractor shall invoice Court at the rates set forth in Exhibit B (Pricing and Billing Schedule).
- 17.1.2 Contractor shall bill Court within the first twenty-five (25) calendar days of the month for goods and services provided the preceding month.
- 17.1.3 All invoices shall be subject to Court's written approval. Contractor shall prepare invoices, in the detail specified in Subsection 17.3 using mutually agreeable formats, for charges owed to Contractor by Court as provided in Exhibit B (Pricing and Billing Schedule).
- 17.1.4 Contractor shall submit all invoices for approval to [accountspayable@monterey.courts.ca.gov](mailto:accountspayable@monterey.courts.ca.gov).
- 17.1.5 Immediately upon approving Contractor's invoice(s), Court's Project Director shall forward all such invoice(s) for review and processing for payment to the Department designated by the Court.

### **17.2 Payment Conditions**

- 17.2.1 Court shall pay Contractor as per Exhibit B (Pricing and Billing Schedule) in the Agreement within thirty (30) days of receiving a correct and proper invoice from Contractor, provided that Contractor is not in violation of or default under any provision of the Agreement and has submitted a complete, accurate, and approved invoice.
- 17.2.2 Payment for services rendered shall be made upon Court's approval of invoices submitted and may be reduced at Court's sole discretion for Contractor's failure to provide services as specified in the Agreement. Court may deduct up to ten percent (10%) from invoice amount for each month a failure incurs and until such errors are satisfactorily corrected.
  - 17.2.2.1 The aggregate of all amounts withheld pursuant to Subsection 17.1 shall be paid to Contractor by Court in accordance to Subsection 17.2.
- 17.2.3 The cumulative total of such invoices shall not exceed the Contract Sum stated in Section 8.0 of the Agreement.

### **17.3 Invoice Detail**

Each invoice submitted by Contractor shall include the following information:

- (A) The deliverables and associated tasks, subtasks, goods, services, or other work for which payment is claimed.
- (B) Indication of any applicable withhold amount for payments claimed.



- (C) Indication of any applicable credits due to Court.

#### **17.4 Reports by Contractor**

In order to monitor and control expenditures and to ensure the reporting and completion of all tasks, subtasks, deliverables, goods, services, and other work provided by Contractor, upon written request by Court's Project Manager, Contractor shall provide written reports that shall include, but are not limited to, the following information:

- (A) Period covered by the report.
- (B) Overview of the reporting period.
- (C) Tasks, subtasks, deliverables, goods, services, and other work scheduled for the reporting period which were not completed.
- (D) Tasks, subtasks, deliverables, goods, services, and other work for the reporting period which were completed.
- (E) Tasks, subtasks, deliverables, goods, services, and other work completed in the reporting period which were not scheduled.
- (F) Tasks, subtasks, deliverables, goods, services, and other work to be completed in the next reporting period.
- (G) Issues to be resolved and a scheduled completion date.
- (H) Issues resolved during the reporting period.
- (I) Summary of project status as of reporting date.
- (J) Any other information which Court may reasonably require from time-to-time.
- (K) Any holidays during the reported period.

#### **18.0 MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions, to the federal government, or any state, county, municipality, or district, at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to Court.

#### **19.0 FAILURE TO PROVIDE CONTRACT SERVICES**

- 19.1** In the event that Contractor fails to correct any significant and/or repetitive errors on any task or deliverable described in Exhibit A (Statement of Work) and/or fails to perform such corrections within ten (10) business days of receiving written notice thereof from Court's Project Manager or Court's Project Director, Court may deduct up to ten percent (10%) each month from amount of Contractor's regular monthly invoices representing Contractor's management fee for each such failure until such errors are satisfactorily corrected. Under no circumstances shall Court withhold payment representing amount for which Contractor will be reimbursed



such as wages, taxes, benefits, liability insurance or other costs. Court shall not hold Contractor liable for any delays for which Court is solely responsible.

- 19.2** The aggregate of all amounts withheld pursuant to Subsection 19.1 shall be paid to Contractor by Court in one lump sum payment the earlier of 1) the parties' agreed upon resolution of the matter(s) for which withholding was prompted or 2) within sixty (60) days from the termination date of this Agreement, upon completion of all corrective measures required.

## **20.0 NOTICES**

- 20.1** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and may be submitted by email or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses:

If to Court:

**Assigned Court Staff**  
**Superior Court of California**  
**County of Monterey**  
**240 Church Street**  
**Salinas, California 93901**  
**Telephone Number**  
**E-mail Address**

If to Contractor:

**Name, Title**  
**Name of Company**  
**Address**  
**City, State XXXXX**  
**Telephone Number**  
**E-mail Address**

Addresses may be changed by either party giving written notice thereof to the other party. Court's Project Director shall have the authority to issue all notices or demands required or permitted by Court under this Agreement.

## **21.0 NOTICES OF DELAYS**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall immediately, but not later than one (1) business day of learning of the actual or potential situation, telephone the appropriate other party personnel to give notice thereof, including all relevant information with respect thereto, to the other party. Such telephone notification shall be followed up in writing with an explanation of the situation within one (1) working day.

## **22.0 INDEPENDENT CONTRACTOR PROVISION**

- 22.1** 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.

## **22.2 Exclusive Control of Means and Method of Performance**

22.2.1 Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of

employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

22.2.2 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

22.2.3 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to the Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) the Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regard less who initiates such discussions or negotiations.

22.2.4 Contractor will indemnify, defend, and hold the Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the Court and any Contractor personnel.

22.2.5 Contractor will determine the method, details, and means of performing or supplying the work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety, subject to court security policies.

## **23.0 PROHIBITION ON 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 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.

## **24.0 BINDING ON SUCCESSORS**

This Agreement will be binding on the parties and their permitted successors and assigns.

## **25.0 INSURANCE**

### **25.1 General Requirements**

25.1.1 Contractor, prior to commencement of the Services, shall provide the Court with certificates of insurance and signed insurance policy

endorsements, on forms acceptable to the Court, as evidence that the required insurance is in effect. Where applicable, each certificate of insurance and signed insurance policy endorsement shall specifically provide verification that the State of California, the Judicial Council of California, and the Superior Court of California, County of Monterey, and

their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds on the insurance policy being referenced.

25.1.2 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.

25.1.3 The Certificates of Insurance shall be addressed as follows:

**Assigned Court Staff**  
**Superior Court of California**  
**County of Monterey**  
**240 Church Street**  
**Salinas, California 93901**  
**Phone**  
**Email**

25.1.4 All insurance policies required under this section shall be in force until the end of the term of this Agreement or completion of the services, whichever comes later.

25.1.5 If the insurance expires during the term of the Agreement, the Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements. Contractor must provide renewal insurance certificates and signed policy endorsements to the Court at least ten (10) days following the expiration of the previous insurance certificates and signed policy endorsements.

25.1.6 If required insurance lapses during the term of this Agreement, Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

25.1.7 In the event the Contractor fails to keep in effect the specified insurance coverage, the Court may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement or declare the Contractor in breach of the Agreement. If applicable, the Court reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the Court.

25.1.8 Contractor, and any insurer (by policy endorsement) providing insurance required under the terms of this Section 25.0, shall waive any right of recovery or subrogation it may have against the State of California, the Judicial Council of California, and the Superior Court of California, County of Monterey, and their respective elected and appointed officials, judges, officers, and employees for direct physical loss or damage to the work, or for any liability arising out of the Services performed by Contractor under

this Agreement.

- 25.1.9 All insurance policies required under this Section 25.0 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days' prior written notice to the Court. Notice to the

Court of cancellation or material change is the responsibility of the Contractor.

- 25.1.10 The cost of all insurance required by this Section 25.0 is the sole responsibility of the Contractor, and is a component part of the Contractor's agreed compensation.

- 25.1.11 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.

- 25.1.12 Contractor shall declare to 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 Court approval. Deductibles and self-insured retentions do not limit Contractor's liability.

- 25.1.13 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 Monterey, the County of Monterey, 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.

- 25.1.14 Contractor shall require insurance from Subcontractors and their Sub-subcontractors with substantially the same terms and conditions as required of the Contractor under "Insurance Requirements" herein below and with limits of liability, which in the opinion of the Contractor are sufficient to protect the interests of the Contractor, State of California, the Judicial Council of California, and the Superior Court of California County of Monterey.

- 25.1.15 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.

## **25.2 Basic Coverage**

Contractor shall provide and maintain at Court's discretion and Contractor's expense the following insurance during the term of this Agreement:

**25.2.1 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.

**25.2.2 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.

**25.2.3 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.

**25.2.4 Commercial Crime Insurance**

This policy is required only if Contractor handles or has regular access to Court's funds or property of significant value to Court. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; damage to Court buildings, and property; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$2,000,000.

**25.3 Umbrella Policies**

Contractor may satisfy required coverage limits through any combination of basic coverage and umbrella insurance.

**26.0 WARRANTIES**

**26.1** Contractor shall promptly upon notice correct any and all non-conformances, defects, errors, and/or omissions in the tasks, deliverables, goods, services, and/or other work provided or to be provided under Exhibit A (Statement of Work) pursuant to this Agreement during the term of this Agreement. Contractor shall make such correction(s) at no additional cost to Court.

**26.2** Contractor warrants that it shall provide all goods and/or services in strict compliance with all specifications and requirements set forth in Exhibit A (Statement of Work), and elsewhere in this Agreement.

**26.3** Contractor warrants that it shall maintain sufficient personnel and equipment inventory to perform the services in the required turn-around time as specified in Exhibit A (Statement of Work), and elsewhere in this Agreement.

**26.4** Contractor warrants that it shall deliver all required reports, including written Status

and Performance Reports, and invoices as defined and set forth in Exhibit A (Statement of Work), and elsewhere in this Agreement.

**26.5** In the event Contractor fails timely to perform its warranty obligations set forth in this Section 26.0, then Court may perform any required correction or other work and debit Contractor therefor at Court's direct actual cost of outside labor and materials and Court's burdened labor rates (including salary, employee benefits and applicable reimbursement policies) to remedy any failure to conform to the provisions of this Agreement.

**26.6** In the event Contractor does not agree with Court's assessment of charges, Contractor may seek to resolve any such dispute pursuant to Section 38.0 (Dispute Resolution).

**26.7** The rights and remedies provided in this Section 26.0 shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement.

## **27.0 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.

## **28.0 NO CONFLICT OF INTEREST**

Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections [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.

## **29.0 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.

## **30.0 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 its obligations under this Agreement.

## **31.0 WARRANTY AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of

securing business.

### **32.0 INDEMNIFICATION BY CONTRACTOR**

Contractor will defend (with counsel satisfactory to Court or its designee) indemnify and hold harmless Court, the County of Monterey, the State of California, other California judicial branch entities, and their officers, agents, and employees from and 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 Court's prior written consent, which consent shall not be unreasonably withheld; and 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.

### **33.0 CONFIDENTIALITY**

**33.1** During the term of this Agreement 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 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. Court owns all right, title and interest in the Confidential Information. Contractor will notify Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with Court to protect such Confidential Information. Upon Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to Court or, if so directed by Court, destroy all Confidential Information (in every form and medium), and (b) certify to Court in writing that Contractor has fully complied with the foregoing obligations.

**33.2** "Confidential Information" means: (i) any information related to the business or operations of Court, including information relating to Court's personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of 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 Court's satisfaction that: (a) Contractor lawfully knew prior to 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.

- 33.3** Contractor understands that a default under this section will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the Court will be entitled to seek.
- 33.4** Contractor shall provide to Court a completed Contractor Acknowledgment and Confidentiality Agreement (Exhibit C1), and a completed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit C2), for each of its employees performing work under this Agreement. All such completed Agreements shall be delivered to

**Assigned Court Staff**  
**Superior Court of California**  
**County of Monterey**  
**240 Church Street**  
**Salinas, California 93901**  
**Phone**  
**Email**

Delivery shall be on or before the effective date of this Agreement but in no event later than the date which Contractor first has some access to Court records, materials, data, or information, or first performs work under this Agreement, whichever date is earlier.

#### **34.0 COURT'S QUALITY ASSURANCE PLAN**

Court or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation shall include assessing Contractor's compliance with all contract terms and performance standards. Contractor's deficiencies which Court determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Court Executive Officer or designee. The report shall include improvement/corrective action measure(s) taken by Court and Contractor. If improvement does not occur consistent with the corrective action measure(s), Court may terminate this Agreement or impose other penalties as specified in this Agreement.

#### **35.0 TERMINATION CLAUSES**

##### **35.1 Termination for Convenience**

**35.1.1** Services performed under this Agreement may be terminated in whole or in part at any time by either party when, in its sole discretion, either party deems that termination is in its best interest. A party may terminate services by delivering to the other party a written Termination Notice which specifies the extent to which services are terminated and the effective termination date. The effective date terminating services shall be thirty (30) calendar days from the date the written Termination Notice is delivered to the other party.

**35.1.2** After receiving a Termination Notice under this Subsection, and unless



otherwise expressly directed by Court, Contractor shall take all necessary steps to stop services on that date and to the extent specified in the Termination Notice and shall complete services not so terminated.

### **35.2 Termination for Cause**

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 Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as 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.

### **35.3 Termination Due to Nonavailability of Funds**

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. Upon notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

## **36.0 EFFECT OF EXPIRATION OR TERMINATION; SURVIVAL PROVISION**

**36.1** 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.

**36.2** Upon expiration or termination of this Agreement, in whole or in part, or any Statement of Work or service, unless otherwise specified by Court in writing or set forth in this Agreement:

36.2.1 Contractor shall cease to perform the services being terminated on the date and to the extent specified in such notice.

36.2.2 Court will pay to Contractor all sums due to Contractor for services properly performed through the effective date of such expiration or termination (prorated as appropriate).

36.2.3 Contractor shall return to Court all monies paid by Court, yet unearned by Contractor, including any prepaid Services Fees, if applicable.

**36.3** Contractor shall have no claim against Court, the County of Monterey, the State of California, the Judicial Council, and their respective officers, employees, and agents for payment of any money or reimbursement, of any kind whatsoever, for

any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify Court and shall immediately repay all such funds to Court. Payment by Court

for services rendered after expiration/termination of this Agreement shall not constitute a waiver of Court, the County of Monterey, the State of California, the Judicial Council, and their respective officers, employees, and agents' right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

### **37.0 RENEGOTIATIONS DUE TO BUDGET RESTRICTIONS/ NON-APPROPRIATION OF FUNDS**

In the event that budget reductions occur in any fiscal year covered by the Agreement that may cause Court to consider terminating the Agreement, the parties agree to attempt to renegotiate in good faith the terms of the Agreement to reduce the Maximum Contract Sum in lieu of cancellation under the termination provisions of the Agreement.

### **38.0 DISPUTE RESOLUTION**

**38.1** The Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with the Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

#### **38.2 Escalation**

38.2.1 If a dispute remains unresolved either party may give Notice requesting each party's Chief Executive Officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen days of the effective date of the Notice.

38.2.2 If the matter is not resolved as set forth above, the aggrieved party will submit a second Notice which will:

- (A) Provide detailed factual information;
- (B) Identify the specific provisions in the Agreement on which any demand is based;
- (C) Advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
- (D) Attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

38.2.3 Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen (15) days after receipt of a written request, unless otherwise agreed.

38.2.4 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which

California Evidence Code section 1152 applies.

- 38.2.5 Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by the Court. Contractor's failure to diligently proceed in accordance with the Court's instructions will be considered a material breach of the Agreement.

## **39.0 COURT REMEDIES**

The remedies set forth in this section are provided for Court's benefit and use only, and are non-exclusive and cumulative.

### **39.1 Remedy for Failure of Performance**

Contractor shall provide to Court substitute qualified personnel at no charge within 30 days if, as determined in the sole judgment of Court's Project Director, either:

- 39.1.1 At any time during the period of performance of this Agreement, Contractor's personnel, for any reason, including, but not limited to, resignation, fail to perform under such Agreement; or,
- 39.1.2 At any time during the period performance of this Agreement, Contractor's personnel perform unsatisfactorily, and Contractor fails to cure to Court's Project Director's satisfaction within 30 days of receipt of written or oral notice from Court's Project Director of the specific nature of the problem.

### **39.2 Wavier of Remedy for Failure**

Court's Project Director may waive all or any portion of this remedy and may allow Contractor to submit an invoice for all or any part of such work performed by the substitute personnel, if Court's Project Director determines that:

- (A) The term of the Agreement was not adversely affected; and,
- (B) The quality of performance obligated under such Agreement was maintained.

### **39.3 Remedy for Failure to Furnish Approved Personnel**

If Contractor is unable to furnish its proposed and approved personnel within five (5) business days of the execution of the Agreement, or by the date, if any, of commencement of work as specified in the Agreement, or in the event Contractor defaults three (3) times under this Section 39.0 within a given Court fiscal year, then Court may terminate the Agreement pursuant to Subsection 35.2 (Termination for Cause), as to that Contractor.

## **40.0 ACCOUNTING**

Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

## **41.0 CALIFORNIA BUREAU OF STATE AUDITS PROVISION**

This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

#### **42.0 GENERAL AUDIT AND RECORDS PROVISION**

Contractor must allow 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 Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse Court in an amount equal to the cost of such audit.

#### **43.0 PUBLICITY**

Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of Court.

#### **44.0 GOVERNING LAWS, JURISDICTION AND VENUE**

California law, without regard to its choice-of-law provisions, governs the Agreement. Jurisdiction and venue for any legal action arising from the Agreement shall exclusively reside in Salinas, California, and the parties hereby consent to the jurisdiction and venue of such courts.

#### **45.0 COMPLIANCE WITH THE LAW**

Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.

#### **46.0 TAX DELINQUENCY**

**46.1** Pursuant to [Public Contract Code section 10295.4](#), the Court shall not enter into any contract for the acquisition of goods or services with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one (1) of the 500 largest tax delinquents. Contractor certifies that they do not currently appear on and there is no reason to believe Contractor will/may be placed on the Delinquent Taxpayer lists.

**46.2** Contractor must provide Notice to the Court immediately if placed on and/or if there is reason to believe Contractor will/may be placed on the Delinquent Taxpayer list(s). Failure to provide such Notice will be determined to mean that Contractor is in breach of contract and will be responsible for all expenses associated with re-contracting, re-bidding and obligations.

**46.3** Any contract entered into in violation of [Public Contract Code section 10295.4](#) is void and unenforceable as to the Court's obligation(s) to Contractor until such time as Contractor has been removed from the Delinquent Taxpayer list(s).

#### **47.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAW**

Contractor assures that it shall abide by all applicable Federal and State of California laws and comply with Subchapter VI of the [Civil Rights Act of 1964, 42 U.S.C. 2000\(e\) through](#)

[2000\(e\)\(17\)](#), to the end that no person shall, on the grounds of race, creed, color, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

#### **48.0 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 non-discrimination.

#### **49.0 FAIR LABOR STANDARDS ACT**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless Court, its officers, employees, and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which Court may be found jointly or solely liable.

#### **50.0 NATIONAL LABOR RELATIONS BOARD**

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.

#### **51.0 DOMESTIC PARTNERS, SPOUSES, GENDER**

Contractor is in compliance with, and throughout the term of this Agreement will remain in compliance with, [Public Contract Code section 10295.3](#) which places limitations on contracts with Contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

#### **52.0 DRUG-FREE WORKPLACE**

Contractor provides a drug-free workplace as required by [California Government Code sections 8355 through 8357](#).

#### **53.0 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.

#### **54.0 ANTI-TRUST CLAIMS**

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

#### **55.0 INTENTIONALLY OMITTED**

#### **56.0 RECYCLED PRODUCTS / POSTCONSUMER MATERIAL**

If Contractor will sell to Court, or use in the performance of this Agreement, goods specified in [Public Contract Code section 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), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) 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 [Public Contract Code section 12200](#), in such goods regardless of whether the goods meet the requirements of [Public Contract Code section 12209](#). With respect to printer or duplication cartridges that comply with the requirements of [Public Contract Code section 12156\(e\)](#), the certification required by this subdivision shall specify that the cartridges so comply.

#### **57.0 UNION ACTIVITIES CERTIFICATION**

No Court funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal 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.

#### **58.0 DARFUR CONTRACTING ACT CERTIFICATION**

Contractor must have completed and submitted the Darfur Contracting Act Certification form with its Proposal during the solicitation process and/or prior to execution of this Agreement. The signed Darfur Contracting Act Certification form is attached as Exhibit E (Darfur Contracting Act Certification).

#### **59.0 INTENTIONALLY OMITTED**

#### **60.0 EXPATRIATE CORPORATIONS**



Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with Court.

#### **61.0 CHILD SUPPORT COMPLIANCE ACT**

Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, 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.

#### **62.0 INTENTIONALLY OMITTED**

#### **63.0 DISABLED VETERAN'S BUSINESS ENTERPRISE COMMITMENT (IF APPLICABLE)**

If for this Agreement Contractor made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Contractor must within sixty (60) days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to Court: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

#### **64.0 INTENTIONALLY OMITTED**

#### **65.0 SEVERABILITY**

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

#### **66.0 CHOICE OF LAW**

California law, without regard to its choice-of-law provisions, governs this Agreement.

#### **67.0 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](#).

#### **68.0 WAIVER**

A waiver of enforcement of any of this Agreement's terms or conditions by 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.

#### **69.0 NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict Court from acquiring similar, equal or

like goods and/or services from other entities or sources.

## **70.0 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

## **71.0 AMENDMENT**

Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be valid without written approval by the Court Executive Officer or designee, in the form of an Amendment, including any changes to the Statement of Work.

## **72.0 EXPANSION OF CONTRACT**

**72.1** Contractor is responsible for providing services as described in Exhibit A (Statement of Work). Court and Contractor agree that in the event Court requires additional services, Contractor shall be able to provide such services pursuant to an amendment to this Agreement, pursuant to Section 68.0 (Change of Terms and Amendments).

**72.2** Contractor shall provide the services pursuant to Exhibit A (Statement of Work) at a contract sum to be negotiated by Contractor and Court.

## **73.0 HEADINGS**

All headings are for reference purposes only and do not affect the interpretation of this Agreement.

## **74.0 COUNTERPARTS**

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

## **75.0 JANITORIAL SERVICES OR BUILDING MAINTENANCE SERVICES**

This Agreement is subject to the provisions of the Displaced Janitor Opportunity Act ([Labor Code sections 1060](#) et seq.). A copy of the Act is provided as Exhibit D (Displaced Janitor Opportunity Act). Now "Displaced Property Service Employee Opportunity Act"

**(AUTHORIZATION PAGE TO FOLLOW)**



## 76.0 AUTHORIZATION PAGE

IN WITNESS THEREOF, the Superior Court of California, County of Monterey has caused this Agreement to be subscribed by the Court Executive Officer, and (Company/Vendor Name) has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF MONTEREY



By: \_\_\_\_\_ Date: \_\_\_\_\_  
CHRIS RUHL  
Court Executive Officer

VENDOR NAME

By: \_\_\_\_\_ Date: \_\_\_\_\_  
CONTRACTORS PRINCIPAL  
Title

PAGE 1 OF 1	BIDDER NAME:	
	SOLICITATION NUMBER: 2019-01 GS	

## ACKNOWLEDGEMENT FORM

The undersigned hereby acknowledges the following:

1. The only persons or parties interested in this bid as principals are as follows:

▲ □

*If Bidder is a corporation, provide the name of the corporation and the name of its president, secretary, treasurer, and manager. If Bidder is a partnership, provide the name under which the partnership does business, and the names and addresses of all partners. If Bidder is an individual, provide the name of the individual. If necessary, additional pages may be attached.*

2. This bid is made without collusion with any other person, firm or corporation. The prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
3. The entire Solicitation has been carefully examined, and this bid is made in accordance therewith.
4. Bidder proposes to accept full payment for work performed/commodity provided thereunder the prices quoted in this bid.
5. This bid is a firm offer and may not be withdrawn for a period of one hundred eighty (180) calendar days following the last day to accept bids.
6. The information contained in the bid is true and correct to the best of my information and belief.

If a Purchase Order is issued, Bidder acknowledges that any resulting Purchase Order incorporates the terms and conditions set forth in the appendix entitled "JBCL Appendix " posted at <http://www2.courtinfo.ca.gov/termsandconditions3.pdf>. Any conflict between a provision in the appendix and any other provision, the provision contained in the appendix prevails.

NAME	
TITLE	
COMPANY NAME	
ADDRESS	
SIGNATURE*	DATE

\* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

PAGE 1 OF 1	BIDDER NAME: <input type="text"/>
	SOLICITATION NUMBER: 2019-01 GS

## BIDDER CERTIFICATIONS

Bidder certifies that:

- Conflict of Interest** – 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.
- Registered to Do Business in California and in Good Standing** – Bidder is in good standing and qualified to do business in California.
- Suspension/Debarment/Tax Delinquent** – Neither Bidder nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency or entity. Neither Bidder nor any of its proposed subcontractors are tax delinquent with the State of California. Pursuant to Public Contract Code section 10295.4, the Court shall not enter into any contract for the acquisition of goods or services with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one of the 500 largest tax delinquents. Any contract entered into in violation of Public Contract Code section is void and unenforceable.
- Conflict Minerals** – Bidder certifies either: (i) it is not a “scrutinized company” as defined in Public Contract Code section 10490(b), or (ii) the goods or services the Contractor will provide to the Court are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934.

Bidder’s signature below indicates certification of the above clauses.

NAME <input type="text"/>	
TITLE <input type="text"/>	
COMPANY NAME <input type="text"/>	
ADDRESS <input type="text"/>	
SIGNATURE* <input type="text"/>	DATE <input type="text"/>

\* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

PAGE 1 OF 1	BIDDER NAME: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>
	SOLICITATION NUMBER: 2019-01 GS

  

**ACCEPTANCE OF TERMS AND CONDITIONS OF SAMPLE AGREEMENT**

Please mark the appropriate choice:

☐ Bidder accepts all the terms and conditions of the Sample Agreement attached to the Solicitation.

☐ Bidder exceptions/modifications to the terms and conditions of the Sample Agreement attached to the Solicitation.

If you have any exceptions/modifications to the Sample Agreement, please attach the following documents to this form:

- A red -line version of the Sample Agreement with inserted comments to substantiate each proposed exception/modification; **or**
- A red-line version of the Sample Agreement and a separate document that substantiates each proposed exception/modification.

  

<i>NAME</i> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	
<i>TITLE</i> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	
<i>COMPANY NAME</i> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	
<i>ADDRESS</i> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	
<i>SIGNATURE*</i> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<i>DATE</i> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>

\* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

PAGE 1 OF 1	BIDDER NAME: <div style="border: 1px solid black; height: 20px; width: 250px;"></div>
	SOLICITATION NUMBER: 2019-01 GS

DATE	FEDERAL TAX ID NUMBER
COMPANY NAME (PRINTED)	
NAME AND TITLE OF PERSON OF AUTHORIZED PERSON INITIALING AN OPTION BELOW (PRINTED)	

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<b><u>CERTIFICATION FOR PARAGRAPH 3:</u></b> I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in Paragraph 3. This certification is made under the laws of the State of California.	
BY (AUTHORIZED SIGNATURE)*	
PRINTED NAME AND TITLE OF PERSON SIGNING	
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF

### DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a "scrutinized company" as defined in Public Contract Code section 10476, or (ii) receive written permission from the Court to submit a bid or proposal.

To be eligible to submit a bid or proposal, please complete the company information and initial only one of the three following clauses. (Note: Paragraph #1 requires initials only; Paragraph #2 requires initials only; Paragraph #3 requires initials and a certification signature.)

Initial **ONLY ONE** of the following paragraphs:

1.   
Initials  
We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.
2.   
Initials  
We are a "scrutinized company" as defined in Public Contract Code section 10476, but we have received written permission from the Court to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from the Court is included with our bid or proposal.
3.   
Initials &  
Certification  
We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a "scrutinized company" as defined in Public Contract Code section 10476.

\* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

## Question and Answers for Bid #SP-2015-0025 - Janitorial Services for Monterey County Superior Court

### Overall Bid Questions

There are no questions associated with this bid.