

## ATTACHMENT 2 COURT STANDARD TERMS AND CONDITIONS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BENITO  
STANDARD AGREEMENT rev 9-24-12

AGREEMENT NUMBER <b>[Agreement number]</b>
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1. In this agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “Court” refers to the **Superior Court of California, County of San Benito**.

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2. This Agreement is effective as of **[Date]** (“Effective Date”) and expires on **[Date]** (“Expiration Date”). This Agreement includes one or more options to extend through **[Date or “N/A”]**.

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3. The maximum amount the Court may pay Contractor under this Agreement is \$**[Dollar amount]** (the “Contract Amount”). The maximum amount the Court may pay Contractor is (i) \$**[Dollar amount]** during the Initial Term, (ii) \$**[Dollar amount]** during the first Option Term, and (iii) \$**[Dollar amount]** during the second Option Term.

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

*The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*

5. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Appendix A – Services  
Appendix B – Payment Provisions  
Appendix C – General Provisions  
Appendix D – Defined Terms

COURT’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Superior Court of California, County of San Benito</b>	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i> <b>[Contractor name]</b>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING Gil Solorio, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>
DATE EXECUTED <b>[Date]</b>	DATE EXECUTED <b>[Date]</b>
ADDRESS 440 Fifth Street Hollister, CA 95023	ADDRESS <b>[Address]</b>

# ATTACHMENT 2

## COURT STANDARD TERMS AND CONDITIONS

### APPENDIX A

#### Services

Contractor shall keep the Courthouse clean using appropriate materials and techniques described in applicable manufacturer specifications (“Services”). Without limiting the foregoing, the Services shall include the tasks described below, performed at least as frequently as specified in Section 2.

#### 1. Cleaning Standards.

- 1.1 When disinfecting, Contractor will apply an approved disinfectant/germicidal agent.
- 1.2 When polishing, Contractor will apply a high quality wood preservative or metal cleaner to furnishings and wipe using a soft, non-abrasive cloth, so as not to leave any residual on a clean polished surface.
- 1.3 When vacuuming, Contractor will completely remove lint, dust, loose soil, staples and debris by the use of an industrial-type filtered vacuum cleaner with disposable bags.
- 1.4 When dusting:
  - A. Contractor will use the most effective means of dusting, such as appropriately treated dusting cloths, vacuuming tools, etc. When doing high cleaning, Contractor will ensure that dust does not fall from high areas onto furniture and equipment below.
  - B. Contractor will ensure that (i) there are no dust streaks remaining; (ii) corners, window sill crevices, moldings, and ledges are free of all dust; and (iii) no oils, spots, smudges or scratches are left on dusted surfaces caused by the dusting process.
  - C. **Dry dusting is prohibited throughout all areas of the Courthouse. Feather type dusters are prohibited throughout all areas of the Courthouse.**
- 1.5 When cleaning surfaces:
  - A. Contractor will use a clean damp cloth to remove all dirt, spots, streaks, fingerprints and smudges from walls, doors, Partitions, ledges, counter tops, break room sinks, tables, hand rails, benches, chairs, glass, windows, and other specified surfaces, then drying to provide a clean, polished appearance. The wetting solution shall contain an appropriate approved neutral general purpose cleaning agent. **Sponges are prohibited throughout all areas of the Courthouse.**
  - B. When cleaning bright metal surfaces, Contractor will damp wipe and dry the surface with a suitable cloth if a polished appearance can be attained.
- 1.6 When cleaning windows and other glass:
  - A. Contractor will leave all glass clean and free of dirt, grime, streaks, smudges, fingerprints and excessive moisture, and not cloudy. Contractor will return windows moved during the cleaning process to their original positions. Contractor will thoroughly wipe, free of any drippings, watermarks or debris, the window sashes, sills and woodwork around interior glass and other surrounding areas.
  - B. When Courthouse occupants will be seriously disrupted or inconvenienced by window cleaning operations, these activities will be scheduled with the Court Executive Officer or designee.
- 1.7 When cleaning restrooms:
  - A. Contractor will thoroughly clean, disinfect and restock all restrooms, resulting in clean, sanitary and odor-free restrooms.
  - B. When cleaning restrooms, the Contractor will:
    - Use a disinfectant-deodorizer cleaner to clean all bathroom surfaces.

## ATTACHMENT 2

### COURT STANDARD TERMS AND CONDITIONS

- Clean and disinfect all porcelain or stainless-steel Fixtures (including washbasins, urinals, toilets, etc.) so that they are clean and sanitary, bright, with no dust, spots, stains, rust, green mold, odor or encrustation of any kind.
- Clean and disinfect walls, floors, mirrors, trash cans, cabinets and other surfaces adjacent to Fixtures so as to be free of spots, stains, dripping water marks and odor.
- Restock Court-supplied paper products as necessary to prevent outages.
- Clean and disinfect drinking fountains, and maintain them free of trash, coffee grounds, gum or other debris, and keep the nozzles free from any encrustation.

**1.8** When cleaning the kitchen and the break area:

- A.** Contractor will thoroughly clean and disinfect the kitchen and break area, resulting in a clean, sanitary and odor-free kitchen and break area.
- B.** Contractor will restock Court-supplied paper products as necessary to prevent outages.

**1.9** When cleaning generally:

- A.** Contractor will pick up and remove trash, paper, empty cans or bottles and other debris inside the Courthouse, including all offices, passageways, stairways, lobbies, waiting areas, and outside landings and steps at entrances and exits; keep entry and exit ways inside the Courthouse free of dirt, dust, trash, cigarettes, and any excess water caused by inclement weather. Emptying and disposing of trash in outside trashcans located at entrance.
- B.** Contractor will deposit recycled trash materials (glass, paper, plastic, aluminum, etc.) into appropriate recycling receptacles as provided

**1.10** When cleaning and maintaining floors:

- A.** Contractor will dust mop, wet mop, strip and finish floors so that upon completion of work, floor surfaces are left clean, sanitary and brightly finished. Where furniture and equipment must be moved no chairs, wastebaskets or other items shall be stacked on desks, tables, or window sills. All furniture and equipment must be returned to its original location and position. Baseboards, walls, stair risers, furniture and equipment shall not be splashed, disfigured or damaged during floor care operations. Contractor shall take precautions to advise Courthouse occupants of wet and/or slippery floor conditions. All tools and equipment shall be maintained in clean safe conditions and neatly stored in the assigned storage areas. All finished surfaces shall be maintained so as to provide safe anti-slip walking conditions.
- B.** Contractor will thoroughly vacuum all carpeted floors with an industrial type filtered vacuum cleaner with disposable bags that leaves the carpeted floors free of all visible litter, lint, staples and soil. Chairs, wastebaskets, and easily movable items shall be moved and the carpet vacuumed underneath. Any tears, burns, or unraveling shall be brought to the attention of the Court Executive Officer or designee in writing by means of e-mail as soon as discovered.
- C.** When dust mopping, Contractor will ensure that (i) floors are left clean, free of dirt streaks, lint (dust-bunnies) and other debris; and (ii) no dirt or lint is left in corners, under furniture, behind doors, or on stair landings or treads. No dirt shall be left where sweepings were picked up. **Push brooms may not be used in the Courthouse.**
- D.** When wet mopping, Contractor will properly prepare the floors by thoroughly dust mopping to remove visible dirt, lint and debris, and by removing gum, tar and similar substances from floor surface before cleaning with an approved neutral general purpose floor cleaner to remove dirt, stains, food, ink, spots and odor. On completion of wet mopping, Contractor will properly rinse and dry the floors to present an overall appearance of cleanliness. Contractor will ensure that (i) floors shall be clean and free of dirt, water streaks, mop marks, strings, etc.; (ii) floors are dry; and (iii) corners and cracks are clean. If scrubbing is scheduled or necessary, it shall be performed by machine or by hand with a brush. **String and sponge type mops are prohibited.**

## ATTACHMENT 2 COURT STANDARD TERMS AND CONDITIONS

- E. When finishing floors, Contractor will thoroughly clean and remove of worn or discolored floor finishing material and apply new approved floor finishing materials to vinyl tile, rubber, or linoleum or other floor surfaces. When finishing floors, Contractor will follow the following steps:
- Contractor will dust mop the floor to remove lint, hair, staples, and dirt.
  - Contractor will remove gum and adhesive materials from the floor.
  - Contractor will completely remove old finish from the floor using a solution of an approved liquid cleaner. Contractor will apply the cleaning solution and scrub the floor with an electric scrubbing machine with a scrub brush or a medium grade scrubbing pad. Stubborn spots, gum, rust, burns, build-up, discolored materials, etc not removed by the machine shall be removed by hand. Corners and other areas that cannot be reached by the scrubbing machine shall be scrubbed and thoroughly cleaned by hand. Contractor will exercise care to prevent the splashing, scratching or marring of floors, baseboards, walls and furniture and build-up in corners. Contractor will take up the cleaning solution rinse the floor twice with clean water to remove all traces of cleaning solution. Floors shall be allowed to dry thoroughly after rinsing. **Do not flood floors with water or solutions. Dry stripping is prohibited.** **Note:** If there are eight or more hours delay between the cleaning of the floor and applying the first coat of floor finish or between the application of coats of floor finish, the areas must be cleaned again to remove surface dirt, scuff marks and lint before applying finish material.
- F. When spray buffing, Contractor will (i) thoroughly dust mop the floor, (ii) damp mop the floors to clean and remove dirt and grime, (iii) spray buff the floor using a floor polishing machine, synthetic fiber pad and approved spay buff chemicals, and (iv) dust mop thoroughly when finished.
- G. Contractor will clean and maintain all floor surfaces (including brick, terrazzo, ceramic tile, and marble floors) as floors detailed above, with the exception that care and maintenance shall be appropriate for the type of floor.
- H. When cleaning carpets, Contractor will deep clean the carpets using the wet cold/warm extraction method. **Bonnet cleaning methods shall only be used for small spills and stains.**

### 1.11 General Guidelines

- A. Contractor will keep all janitorial rooms and closets clean, neat, and free from odor and clutter.
- B. Contractor will ensure that all chemicals used in the Courthouse (i) meet federal, State and local green guidelines, and (ii) have current Material Safety Data Sheets (MSDS) located in all janitorial rooms.
- C. Contractor will keep bottles and containers properly labeled and stored at all times.
- D. Contractor will ensure that mop pails do not have standing water or solutions over night.
- E. Contractor will keep janitorial room drains and sinks clean and open.

## 2. Frequency of cleaning.

### 2.1 Daily Service. Every Workday.

- A. General Cleaning.
  - Empty all wastebaskets, wash wastebaskets as necessary, and replace all wastebasket liners as necessary.
  - Empty and clean sanitary receptacles.
  - Empty recycling bins.
  - Clean all water fountains and rails.
  - Spot clean walls and ledges using a neutral general purpose cleaner.
  - Clean kitchen and break area, including tables, chairs, sinks, and counter surfaces.

## **ATTACHMENT 2**

### **COURT STANDARD TERMS AND CONDITIONS**

- Clean all seats, benches, and chairs in public areas, including courtrooms and jury assembly room.
  - Clean inside all elevators and stairwells, including handrails.
  - Check under benches, chairs, tables, countertops, and water fountains in public areas for gum, debris, or contraband (e.g. weapons). Remove all gum and debris, and report all contraband to the Court Executive Officer or designee.
  - Report items needing repair and all graffiti to the Court Executive Officer or designee.
  - Clean spills, etc that occur during the day.
- B. Restroom Cleaning.**
- Dust mop and wet mop all floors using disinfectant floor cleaner.
  - Restock all dispensers with appropriate products (hand soap, toilet tissue, hand towels, etc.).
  - Scrub all Fixtures (including sinks, urinals, toilets) using a deodorizing disinfectant cleaner.
  - Wipe down all walls and Partitions with damp disinfectant cloth to remove stains and odors.
  - Clean/disinfect all doors and around door knobs and push plates.
  - Clean all mirrors and glass.
  - Report all stopped-up urinals, toilets, sinks or other items needing repairs to the Court Executive Officer or designee.
- 2.2 MWF Service.** Every Monday, Wednesday & Friday.
- A. Floor and Carpet Care.**
- Dust mop and wet mop all hard surface floors (including elevator floors and stairwells) using neutral general-purpose floor cleaner.
  - Vacuum all carpeted floors including entrance walk-off mats.
  - Remove gum, staples and other debris from all carpet and hard surface floors.
  - Treat small spot and stains on all carpeted floors.
- B. Dust Removal.**
- All desks, filing cabinets, and bookcases where cleared.
  - All table tops and counters where cleared.
  - All window and door sills.
  - All tops of ledges, baseboards and Partitions.
  - All chairs and benches.
  - Remove all cobwebs from ceilings, corners, and crevices.
- 2.3 TT Service.** Every Tuesday & Thursday.
- A. Window Cleaning.**
- Clean glass doors at building entrance/exit and glass doors at lobby entrance/exit.
  - Clean all interior Partitions and counter glass.
- 2.4 Monthly Service.** Every month.
- A. General Cleaning.**

## ATTACHMENT 2 COURT STANDARD TERMS AND CONDITIONS

- Clean all doors and around door knobs and push plates.
- 2.5 Bi-Monthly Service.** Every two months.
- A. Utility Room Cleaning.**
- Dust mop and wet mop Electrical Rooms, Exhibit Rooms, IDFs, and MDFs.
- 2.6 Quarterly Service.** Last **weekend** of January, April, July, and October (unless otherwise arranged with the Court Executive Officer or designee).
- A. Floor and Carpet Care.**
- Machine scrub all hard surface floors. If floor has a finish coat, spray buff floor.
  - Wet clean entrance walk-off mats.
  - Vacuum all door tracks in entry ways and elevators.
- B. Vacuum Dusting.**
- Vacuum all upholstered furniture.
  - Vacuum (clean) all blinds.
  - Vacuum window tracks.
- C. Surface Cleaning.**
- Polish all bright metal work using an approved metal cleaner/polish.
- D. Window Cleaning.**
- Clean all interior windows (windows that look from one interior area into another interior area, such as the narrow panes adjacent to doors).
- 2.7 Bi-Annual Service.** Last **weekend** of April and October (unless otherwise arranged with the Court Executive Officer or designee).
- A. General Cleaning.**
- Wash exterior of all desks, filing cabinets, and tables.
  - Machine scrub all restroom floors using a deodorizing disinfectant floor cleaner.
- B. Floor and Carpet Care.**
- Clean all carpeted areas using extractor method.
  - Strip and refinish all hard surface floors.
- C. Dusting.**
- Damp dust or vacuum dust all light fixtures, HVAC vents and surfaces/ledges above 6 feet.
- 3. Additional Services and Emergency Services.** Upon request by the Court Executive Officer or designee, Contractor will perform Additional Services or Emergency Services. Contractor will provide to the Court an estimate of labor hours required to perform the Additional Services or Emergency Services. When the Court requests Emergency Services, Contractor will report to the Courthouse within [**timeframe**].
- 4. Management**
- 4.1 Supervision.** All Services shall be performed by personnel directly employed and supervised by Contractor, within the time periods established in the work schedule agreed upon by the Court and Contractor.
- 4.2 Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.

## ATTACHMENT 2

### COURT STANDARD TERMS AND CONDITIONS

- 4.3 Qualifications.** Contractor shall assign to perform Services only persons who have sufficient training, education, and experience to successfully perform those Services in accordance with this appendix. If the Court is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall immediately discontinue their performance of Services and replace them with qualified personnel. All Contractor personnel assigned to work in the Courthouse must be able to speak and understand English sufficient to communicate with others when required in the performance of their job duties, and must have the ability to read English.
- 4.4 Work Schedule.** Prior to commencement of work under this Agreement, Contractor and the Court Executive Officer or designee shall agree on a work schedule for the Services in accordance with this Appendix A. Thereafter, if Contractor desires to change the work schedule, Contractor shall provide the Court Executive Officer or designee with proposed revisions to the work schedule before any changes are put into effect at the Courthouse. The Court Executive Officer or designee, in his or her sole discretion, will approve or reject the proposed revisions to the work schedule. For the purpose of facility inspections by the Court, all cleaning must be performed on or before the dates listed on Contractor's work schedule.
- 4.5 Work Hours.** Services will be performed only during Workdays between the hours of 8:00 a.m. to 8:00 p.m. (except for the Quarterly Service and the Bi-Annual Service, which will be performed on the indicated weekends). Services performed during the Workday shall be performed according to a schedule that does not conflict with courtroom proceedings or counter transactions with the public. Weekend work (except for the Quarterly Service and the Bi-Annual Service) will not be permitted unless specifically authorized by the Court Executive Officer or designee and scheduled in advance. Additional or Emergency Services shall be performed at times specified by the Court.
- 4.6 Notification of Problems or Emergencies.** Contractor shall notify the Court as soon as possible upon finding any broken fixture, plumbing problem, electrical problem or any other building problem that requires maintenance or repair. Failure to provide the Court with timely notification of such problems may be cause to make invoice deductions for failure to comply with the terms of the Agreement or terminate the Agreement. Contractor shall notify the Court immediately upon discovering significant leakage from any fixture, major electrical hazard, or any other building condition, which could cause serious damage or harm to persons or property and should be repaired or mitigated immediately to stop or prevent damage from occurring. The Court will provide Contractor with emergency telephone numbers for the Court Executive Officer and designee.
- 4.7 Response Time.** Contractor shall maintain a 24 hour business phone or telephone answering service and means for receiving e-mail for the purpose of receiving Court messages in an efficient and timely manner. Contractor will also provide the Court emergency contact information. Contractor shall respond to all messages regarding incomplete or defective work before the expiration of the next Court work day (8:00 a.m. to 5:00 p.m. Monday through Friday), and shall complete all remedial work within 24 hours after receiving the Court's message. If Contractor does not complete remedial work within 24 hours, Contractor shall be subject to deductions for the value of work not performed in accordance with the Agreement. In addition, if Contractor fails or refuses to perform any part of work required by the Agreement within the response time, the Court may contract with another outside source to perform that work and may deduct all costs of any such work from the monthly amount due to Contractor after first deducting the appropriate amount for the value of work originally not completed under the Agreement.
- 4.8 Existing Personnel.** If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
- 4.9 Quality Control, Inspections, and Reports.** Quality control shall be assured by a combination of on-site inspections and reports provided by the Contractor's project manager and Court's project manager. Specific requirements and responsibilities shall be as follows:
- A.** The Court Executive Officer or designee may make unannounced inspections at any time during the Contractor's work hours, or during the Court's normal work hours, to determine if the Services

## ATTACHMENT 2

### COURT STANDARD TERMS AND CONDITIONS

comply with the terms of the Agreement. Any adverse findings as a result of such inspections shall be reported to the Contractor for correction in accordance with the time limits specified in the Agreement.

- B.** The Court Executive Officer or designee shall report any janitorial tasks not performed in accordance with the Agreement to Contractor via telephone and e-mail, noting location, date and time of the report, task needing attention, and time necessary for corrective action. The Contractor's project manager shall report to the Court's project manager or designee to indicate that the remedial work has been completed. If the work has been completed satisfactorily, no further action is required. If the work has not been completed to the Court's project manager's satisfaction, the disputed issue may be discussed with the Contractor's project manager or forwarded to the Court Executive Officer or designee for inspection follow-up and/or notification of the Contractor in accordance with the above Section 4.7 ("Response Time").

#### 5. Security

- 5.1 Background Checks.** Contractor will complete a background check on all Contractor personnel assigned to work in the Courthouse before starting work in the Courthouse, and annually thereafter. Contractor shall not assign to the Courthouse any person who refuses to undergo a background check, or any person whose background check reveals (i) a conviction or charge pending court disposition with respect to felonies or misdemeanors involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, moral turpitude, drugs (excluding misdemeanor marijuana convictions), or sexual activity; (ii) a conviction or charge pending court disposition involving a serious felony which is listed in Penal Code Section 1192.7(c) or any violent felony which is listed in Penal Code section 667.5(c); (iii) a conviction or charge pending court disposition with respect to felonies or misdemeanors contributing to the delinquency of a minor; (iv) a conviction or charge pending court disposition with respect to felonies or misdemeanors involving mob action (a.k.a. gang activity); (v) an outstanding bench warrant; or (vi) a failure to appear in court within six months. Contractor shall be responsible for all the costs of fingerprinting and background checks including all replacement personnel.
- 5.2 Badges.** All Contractor personnel working in the Courthouse must wear photo identification badges. Contractor shall be responsible for all costs of badges. If Contractor fails to obtain badges for all employees, payment for Services rendered may be withheld. Contractor's employees shall be required to display their identification badge at all times while working in the Courthouse. If Contractor's personnel fail to display the proper identification, Court may require them to leave the Courthouse immediately. Services that are not performed as a result may be subject to deductions to be taken from the next submitted invoice.
- 5.3 Protection of Persons and Property.** Contractor shall take all reasonable precautions to ensure the safety and protection of, and to prevent damage, injury or loss to, Court property, Court employees, Contractor's personnel, and other persons. Contractor shall comply with all applicable local, state, and federal laws and regulations pertaining to the safety and protection of Contractor's employees and other persons. All equipment, (floor machines, vacuums, buckets, ladders, etc.) used by Contractor will be maintained in good, safe, clean and operable condition at all times to prevent damage to the Courthouse. All damage or loss to any property caused in whole or in part by Contractor personnel shall be remedied by Contractor at Contractor's expense and to the satisfaction of the Court.

#### 6. Supplies and Materials.

- 6.1 Court Provided.** The Court will provide toilet paper, toilet seat covers, hand towels, hand soap and trash can liners. Contractor shall notify the Court at a minimum of ten working days of the need to purchase Court-supplied materials.
- 6.2 Contractor Provided.** Contractor shall provide all materials, supplies, products, tools, chemicals, cleaning equipment, safety equipment and transportation necessary to perform the Services, including but not limited to floor stripping, cleaning, carpet care and waxing materials, cleansers, and dusting polish. All products shall be of best value and quality, and shall be harmless to the finishes and surfaces on which they are used, and shall leave no harmful residues. Contractor shall provide and maintain documentation of compliance with green guidelines and shall make documentation available upon

## ATTACHMENT 2

### COURT STANDARD TERMS AND CONDITIONS

request. Court does not require but recommends a Chemical Management System to ensure proper handling, use and storage of cleaning chemicals. All materials used in the Courthouse shall meet federal, State and local green guidelines (Green Seal (GS-37 & GS-40)) for:

- Minimizing exposure to concentrates
- Containing no ozone depleting substances
- Containing no toxic substances
- Recyclable packaging
- Biodegradability
- Reduced bio-concentration factors
- Reduced flammability
- Reduced or no added dyes, except when added for safety purposes
- Reduced or no added fragrances
- Reduced or no skin irritants
- Reduced or no volatile organic compounds (VOCs)
- Reduced packaging
- Safe end of use disposal

**6.3 Safety and Product Control.** Contractor shall provide to the Court a current Material Safety Data Sheet (MSDS) binder, which includes MSDS sheets on all products used by the Contractor in the provision of Services. In addition, the Contractor shall provide and maintain all required MSDS information in an appropriate binder at each storage closet or location in which such chemicals or products are kept and are to be used during the performance of Services. Any and all fees, which may be required by the Administrative Office of the Courts or San Benito County relating to the storage of hazardous materials on-site, shall be paid by the Contractor. No additional compensation shall be allowed for such fees. Failure to obtain proper licensing approval could result in termination of the Agreement. The Contractor shall ensure that its employees are sufficiently experienced, trained and capable of handling all chemicals and cleaning products according to product directions, instructions and precautions and in such a manner so as to minimize the possibility of exposure of Courthouse occupants to any materials. Whenever possible, the Contractor shall provide chemicals, which are in the neutral range of the pH scale and fragrance free. All chemicals and products to be used shall be pre-approved by the Court's project manager. All materials that are stored in a liquid state shall be stored on shelves not higher than three (3) feet above the floor. All products stored in secondary containers shall be properly labeled as to the contents at all times. The Contractor shall dispose of all unused products and empty containers as required by federal, state and local laws and regulations. The Contractor shall provide the Court with documentation of proper disposal of all products and containers used in the performance of Services upon request.

- 7. Project Managers.** The Court's project manager is the Court Manager. If the Court Manager is out of the office or otherwise unavailable, the Court Executive Officer may act as the Court's project manager. The Court may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **[Insert name]**. Subject to written approval by the Court, Contractor may change its project manager without need for an amendment to this Agreement.
- 8. Service Warranties.** Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. All Services provided by the Contractor shall be performed in such a way that the finished result is equal to or exceeds the high standards required to reflect the Court's position as a public forum within the community. All Services shall be performed as specified in the Agreement and in no way shall any time limits set forth by the Contractor interfere with the quality of work performed to maintain the Courthouse at the highest standard in compliance with the Agreement.

# ATTACHMENT 2

## COURT STANDARD TERMS AND CONDITIONS

### APPENDIX B

#### Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Services.**
  - 2.1 **Amount.** Contractor will invoice the following amounts for Services that the Court has accepted:
    - \$ [monthly amount] each month for the Services (excluding any Additional or Emergency Services).
    - \$ [hourly amount] per hour for pre-approved Additional Services.
    - \$ [hourly amount] per hour for pre-approved Emergency Services.
  - 2.2 **No Advance Payment.** The Court will not make any advance payment for Services.
3. **Expenses.** The Court will not reimburse any Contractor expenses.
4. **Taxes.** Unless otherwise required by law, the Court is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The Court shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the Court pursuant to this Agreement.
5. **Invoicing and Payment**
  - 5.1 **Invoicing.** Contractor shall submit invoices to the Court in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the Court. Contractor shall adhere to reasonable billing guidelines issued by the Court from time to time. Contractor's invoice must itemize any Additional or Emergency Services, identifying the labor hours for each item and the hourly rate.
  - 5.2 **Payment.** The Court will pay each correct, itemized invoice received from Contractor in accordance with the terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.
  - 5.3 **No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice or the Services. Contractor shall immediately refund any payment made in error. The Court shall have the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court to Contractor under this Agreement.

## APPENDIX C

### General Provisions

1. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue. Contractor represents and warrants as follows:
  - 1.1 **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
  - 1.2 **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.
  - 1.3 **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
  - 1.4 **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
  - 1.5 **No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
  - 1.6 **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
  - 1.7 **Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services. Neither Contractor nor any of Contractor's subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.
  - 1.8 **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.
  - 1.9 **Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
  - 1.10 **National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

### 3. Insurance

## ATTACHMENT 2 COURT STANDARD TERMS AND CONDITIONS

- 3.1 Basic Coverage.** Contractor shall provide and maintain at the Court's discretion and Contractor's expense the following insurance during the Term:
- A. Commercial General Liability.** The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
  - B. Workers Compensation and Employer's Liability.** The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
  - C. Automobile Liability.** This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
  - D. Commercial Crime Insurance.** This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property and remain in effect for the duration of implementation services with an aggregate limit of not less than one million dollars (\$1,000,000).
- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to the Court all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the Court's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 3.5 Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Superior Court of California, County of San Benito, the State of California, the Judicial Council of California, the Administrative Office of the Courts, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
- 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the Court.
- 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Superior Court of California, County of San Benito, the State of California, the Judicial Council of California, the

## ATTACHMENT 2

### COURT STANDARD TERMS AND CONDITIONS

Administrative Office of the Courts, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the Court or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, and (ii) a breach of a representation, warranty, or other provision of this Agreement. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Services. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
- 5. Option Terms.** The Court may, at its sole option, extend this Agreement for up to two consecutive one-year terms, at the end of which Option Terms this Agreement shall expire. In order to exercise an Option Term, the Court must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term (or the then-current Option Term). The exercise of an Option Term will be effective without Contractor's signature.
- 6. Termination**
- 6.1 Termination for Convenience.** The Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Court, Contractor shall immediately stop Services as specified in the Notice.
- 6.2 Termination for Cause.** The Court may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
- 6.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of Contractor if Contractor a natural person. The Court may terminate this Agreement immediately, in whole or in part, upon the death of a general partner of Contractor if Contractor is a partnership.
- 6.4 Termination for Changes in Budget or Law.** The Court's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Court may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Court if: (i) expected or actual funding to compensate Contractor is



## ATTACHMENT 2 COURT STANDARD TERMS AND CONDITIONS

with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

**9. Provisions Applicable to Certain Agreements.** The provisions in this section are *applicable only to the types of orders specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

- 9.1 Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
- 9.2 Domestic Partners, Spouses, and Gender Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.
- 9.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 9.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services, this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 9.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).
- 9.6 DVBE Participation.** *If Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement, this section is applicable.* This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
- 9.7 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

## ATTACHMENT 2

### COURT STANDARD TERMS AND CONDITIONS

#### 10. Miscellaneous Provisions.

- 10.1 Independent Contractor.** Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor, the Court may terminate this Agreement immediately upon Notice.
- 10.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 10.3 Recycling.** Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 10.4 Audit.** Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
- 10.5 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 10.6 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 10.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.

## ATTACHMENT 2

### COURT STANDARD TERMS AND CONDITIONS

- 10.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 10.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 10.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Court. A waiver of enforcement of any of this Agreement's terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 10.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 10.12 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 10.13 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 10.14 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 10.15 Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Court-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.
- 10.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.
- 10.17 Antitrust Claims.** Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.

## ATTACHMENT 2 COURT STANDARD TERMS AND CONDITIONS

### APPENDIX D

#### Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

**“Agreement”** is defined on the Coversheet.

**“Contractor”** is defined on the Coversheet.

**“Confidential Information”** means: (i) any information related to the business or operations of the Court, including information relating to the Court’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Court (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the Court’s satisfaction that: (a) Contractor lawfully knew prior to the Court’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

**“Contract Amount”** is defined on the Coversheet.

**“Court”** is defined on the Coversheet.

**“Courthouse”** means the inside of the building located at 450 Fourth Street in Hollister California, including the entire first and second floors.

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

**“Effective Date”** is defined on the Coversheet.

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

**“Fixtures”** means toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains, counter tops, door frames, hand rails, benches, and any other items attached to the walls, floors or ceilings.

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

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

**“Judicial Branch Personnel”** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

**“Notice”** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

**“Option Term”** means a period, if any, through which this Agreement may be or has been extended by the Court.

**“Partition”** means a barrier or divider between restroom stalls, workstations, or other areas. A Partition does not touch the ceiling.

**“PCC”** refers to the California Public Contract Code.

**“Services”** is defined in Appendix A.

**“Term”** comprises the Initial Term and any Option Terms.

**“Workday”** means any day that the Court is open to provide service to the public.