

STANDARD AGREEMENT rev 8/4/23

AGREEMENT NUMBER

JS2024



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**.
2. This Agreement is effective as of **March 12, 2024** (“Effective Date”) and expires on **March 11, 2025** (“Expiration Date”). This Agreement includes one or more options to extend through **March 11, 2027**.
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.
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

Attachment 1 – Courthouse Floorplans

COURT’S SIGNATURE	CONTRACTOR’S SIGNATURE
Superior Court of California, County of San Benito	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> [Contractor name], a [state] [entity type]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED [Date]	DATE EXECUTED [Date]
ADDRESS 450 Fourth Street Hollister, CA 95023	ADDRESS [Address]

APPENDIX A

Services

1. **General Standards.** Contractor shall keep the Courthouse (excluding the No Service Areas) clean using appropriate materials and techniques described in applicable manufacturer specifications (“Services”). Without limiting the foregoing, the Services shall include the tasks described in Section 2 (“Tasks”), performed at least as frequently as specified in that section, in accordance with the applicable requirements and standards set forth in Sections 3 (“Cleaning Requirements and Standards”) and 5 (“Specific Guidelines”).
2. **Tasks.** Contractor will perform tasks according to the schedules in this section. The specified frequency of tasks is a minimum requirement, not a guideline. Contractor acknowledges that failure to perform tasks at least as often as required in this section shall constitute a **material breach** of this Agreement, for which the Court may exercise its rights under Appendix C, section 5.2 (“Termination for Cause”).

2.1 Daily Service. Contractor will perform the following tasks every Workday.

Area	Task	Requirements/ Standards
All areas	Empty all wastebaskets and recycling bins, including trashcans located (i) outside the Courthouse entrance and (ii) on the outdoor back patio.	S1
	Clean and disinfect water fountains and rails.	S11
	Spot clean walls, ledges, doors, and light switches.	S3
	Pick up and remove trash, paper, cans, bottles and other debris.	S26
	Report graffiti and items needing repair to the Court’s project manager or designee.	
	Clean all glass partitions at public counter.	S9
	Clean both sides of all plexiglass partitions.	S28
Entrances	Keep all entrances free of dirt, dust, trash, cigarette butts, and any excess water caused by inclement weather.	
	Clean all glass doors located at the public entrance to the building.	S9
Public areas, including court rooms	Clean all seats, benches, and chairs in public areas, including courtrooms but excluding the jury assembly room.	S4
	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’s project manager or designee.	
Kitchen and inside break area for employees	Clean and disinfect counter surfaces, tables, chairs, and sinks.	S4, S5
	Restock Court-supplied paper products as necessary to prevent outages	
Public staircase	Vacuum or sweep stairs.	S7
	Clean rails.	S4
Restrooms	Empty and disinfect sanitary receptacles.	S2
	Dust mop and wet mop floors.	S14, S15, S16, S17

	Clean and disinfect all bathroom surfaces.	S4, S5
	Restock all dispensers with appropriate products (hand soap, toilet tissue, hand towels, etc.) as necessary to prevent outages.	
	Clean and disinfect all porcelain or stainless-steel Fixtures, including sinks, urinals, and toilets.	S10
	Clean and disinfect surfaces all walls and Partitions, cabinets and all surfaces adjacent to Fixtures, using a ladder if necessary to reach upper portions.	S10
	Clean and disinfect doors, doorknobs, kick plates, and push plates.	S4, S5
	Clean all mirrors and glass.	S9
	Report all stopped-up urinals, toilets, sinks or other items needing repairs to the Court's project manager or designee.	
All areas	Clean spills etc that occur during the day.	

2.2 MWF Service. Contractor will perform the following tasks every Monday, Wednesday, and Friday (except Court Holidays).

Area	Task	Requirements/ Standards
All areas with hard-surface floors except the wood floors on the second floor	Prepare hard-surface floors for cleaning by removing gum and other debris.	S15
	Dust mop and wet mop hard-surface floors.	S14, S16, S17
All areas	Dust all surfaces up to a height of 6 feet, including: (i) desks, filing cabinets, and bookcases where cleared, (ii) all table tops and counters where cleared, (iii) all windowsills and doorsills, (iv) ledges (including ledges on walls adjacent to the public staircase), baseboards and Partitions, and (v) all chairs and benches.	S8
Office Areas	Remove all cobwebs from ceilings, corners, and crevices, using a ladder if necessary to reach upper areas.	
Public entrance	Vacuum mats at the public entrance.	S7
Holding cell area <i>(NOTE: Wednesday and Friday only. Because security staff must escort Contractor Personnel, Contractor Personnel must</i>	Clean and disinfect toilets.	S13
	Spot clean cell walls, using a ladder if necessary to reach upper areas.	S12
	Dust mop and wet mop holding cell area and holding cells.	S14, S16, S17

<i>arrive at the holding cell area at 4:15 p.m., and be ready to clean by 4:30 p.m.)</i>		
Inmate Elevators and Judges' Elevator	Clean all surfaces inside elevators, including walls, elevator doors, metal floor plates, and rails, using a ladder if necessary to reach upper areas. Clean surfaces of elevator doors that face the hallway.	S4
(NOTE: Wednesday and Friday only)	Dust mop and wet mop elevator floors.	S14, S15, S16, S17
Public Elevator	Clean all surfaces inside elevator, including walls, elevator doors, metal floor plates, and rails, using a ladder if necessary to reach upper areas. Clean surfaces of elevator doors that face the hallway.	S4
	Clean textured tile on elevator floor.	S25

2.3 TT Service. Contractor will perform the following tasks every Tuesday and Thursday (except Court Holidays).

Area	Task	Requirements/Standards
Outside break area for employees	Clean and disinfect tables and chairs.	S4, S5
Wood floors on the second floor	Prepare wood floors for cleaning by removing gum and other debris.	S15
	Dust mop wood floors.	S14, S16, S17
All areas with carpeted floors	Prepare carpeted floors for cleaning by removing gum and other debris.	S15
	Vacuum carpeted floors.	S7, S14

2.4 Weekly Service. Contractor will perform the following tasks every Wednesday. If Wednesday is a Court Holiday, Contractor will perform the following tasks on the next Workday.

Area	Task	Requirements/Standards
Public entrance	Wet clean entrance mats.	S20
	Vacuum door tracks.	S7
Elevators	Vacuum door tracks.	S7
Public staircase and upstairs lobby	Clean glass panels to which railing is attached.	S9

2.5 Biweekly Service. Contractor will perform the following tasks every other Wednesday. If Wednesday is a Court Holiday, Contractor will perform the following tasks on the next Workday.

Area	Task	Requirements/Standards
All areas	Clean all glass doors (other than the glass doors at the public entrance), using a ladder if necessary to reach upper areas.	S9

Jury assembly room	Clean all seats, benches, and chairs in the jury assembly room.	S4
Public Records Viewing Room and Conference Rooms in the Family Court Services area and Administrative Office	Clean all glass Partitions, using a ladder if necessary to reach upper areas.	S9
Outside areas	Clean and disinfect all outside tables and accompanying chairs, including those located at the front of the Courthouse and on the outdoor back patio.	S4, S5
	Sweep the area near the tables and chairs.	

2.6 Monthly Service. Contractor will perform the following tasks on the first Wednesday of each month. If Wednesday is a Court Holiday, Contractor will perform the following tasks on the next Workday.

Area	Task	Requirements/Standards
All areas	Clean entire surface of all doors, including doorknobs, kick plates, and push plates.	S4
	Damp dust or vacuum dust all light fixtures and surfaces/ledges above 6 feet using a ladder if necessary.	S7, S8
Private stairwells	Vacuum or sweep floors in the two private stairwells.	S7
Locker rooms	Clean and disinfect surfaces all walls and Partitions, cabinets and all surfaces adjacent to Fixtures, using a ladder if necessary to reach upper areas.	S10
	Clean and disinfect doors, doorknobs, kick plates, and push plates.	S4, S5
	Clean all mirrors and glass.	S9
	Dust mop and wet mop floors.	S14, S15, S16, S17
	Clean and disinfect all locker room surfaces, including shower stalls, using a ladder if necessary to reach upper areas.	S4, S5
Public entrance	Clean mud/dirt grating at the public entrance.	S23
	Clean the pits beneath the mud/dirt grating at the public entrance.	S24
Restrooms	Machine scrub all restroom floors using a deodorizing disinfectant floor cleaner.	S14, S15
	Clean all grout lines on floors and walls.	S27

2.7 Quarterly Service. Last weekend of January, April, July, and October (unless otherwise arranged with the Court's project manager or designee).

Area	Task	Requirements/Standards
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All areas	Vacuum all upholstered furniture.	S7
	Dust all blinds, using a ladder if necessary to reach upper areas.	S8
	Vacuum window tracks.	S7
	Polish all bright metal work.	S6
	Clean all interior windows (windows that look from one interior area into another interior area, such as the narrow panes adjacent to doors), using a ladder if necessary to reach upper areas.	S9

2.8 Cleanliness. If during the performance of a task Contractor dirties any surface or area, Contractor will clean the dirtied surface or area, regardless of (i) whether that surface or area was scheduled to be cleaned on that day, or (ii) whether Contractor is normally required to clean such surface or area pursuant to this Agreement. A failure to clean a surface or area dirtied by Contractor shall constitute Defective Services as described in Section 7 (“Defective Services”).

3. Cleaning Requirements and Standards. The Services listed in Section 2 (“Tasks”) shall be performed in accordance with the specific requirements and standards noted in Section 2 (“Tasks”), as described in detail below.

	Requirements	Standard
S1	<p>When emptying wastebaskets and recycling bins:</p> <ul style="list-style-type: none"> • Empty the wastebasket or bin and wash as necessary. • Replace wastebasket liner as necessary. • Deposit filled trash bags in the dumpster daily. 	Wastebaskets and bins are left clean and odor-free, with a clean liner (as necessary).
S2	<p>When cleaning sanitary receptacles:</p> <ul style="list-style-type: none"> • Empty the receptacle, wash receptacle as necessary. 	Sanitary receptacles are left clean and odor-free.
S3	<p>When spot cleaning walls or other areas:</p> <ul style="list-style-type: none"> • Use a neutral general-purpose cleaner to remove smudges, stains, dirt, marks, etc from wall or other area. 	Wall (or other area) is left clean and unblemished, with no damage from the cleaning process.
S4	<p>When cleaning surfaces:</p> <ul style="list-style-type: none"> • Contractor will use a clean damp cloth to remove all dirt, spots, streaks, fingerprints and smudges from the surface, then dry the surface to provide a clean, polished appearance. • Contractor will use an extension pole, ladder, or other appropriate equipment when cleaning surfaces that are ordinarily out of reach (e.g. ledges on walls adjacent to the public staircase). • The wetting solution for the cloth shall contain an appropriate neutral general-purpose cleaning agent. 	Surface is left free of film, dirt, stains, tarnish, streaks, lint, and cleaning marks, and has a uniform appearance.

	<ul style="list-style-type: none"> • Sponges may not be used to clean surfaces in the Courthouse. • When cleaning bright metal surfaces, Contractor will damp wipe and dry the surface with a suitable cloth if a polished appearance can be attained. 	
S5	<p>When disinfecting:</p> <ul style="list-style-type: none"> • Contractor will apply an approved disinfectant/germicidal agent, and remove the agent with an appropriate cloth. 	Surface is left disinfected and odor-free.
S6	<p>When polishing:</p> <ul style="list-style-type: none"> • Contractor will apply a high-quality wood preservative or metal cleaner to furnishings and wipe using a soft, non-abrasive cloth. 	Surface is left shiny and free of residue, film, dirt, stains, streaks, and cleaning marks. Surface has a uniform appearance.
S7	<p>When vacuuming:</p> <ul style="list-style-type: none"> • Contractor will completely remove lint, dust, soil, staples and debris by the use of an industrial-type filtered vacuum cleaner with disposable bags. • When vacuuming carpets, Contractor shall (i) move all chairs, wastebaskets, and other easily movable items out of the way, (ii) vacuum the carpet underneath, and (iii) return the chairs, wastebaskets, and other items to their original position. • When vacuuming furniture, blinds, or other items, a clean vacuum brush must be used. • Any tears, burns, or unraveling in the carpet or furniture shall be brought to the attention of the Court's project manager or designee. 	<p>Floor, including corners, edges, and under furniture, is left free of all dust, grit, staples, paper clips, dirt, lint, and debris.</p> <p>Furniture, blinds, or other items are left free of all dust, grit, dirt, lint, and debris.</p>
S8	<p>When dusting:</p> <ul style="list-style-type: none"> • Contractor will use the most effective means of dusting, such as appropriately-treated dusting cloths, vacuuming tools, etc. • Contractor will use an extension pole or other appropriate equipment when dusting surfaces that are ordinarily out of reach (e.g. ledges in stairwells). • When dusting high surfaces, Contractor will ensure that dust does not fall onto furniture and equipment below. • Dry dusting is prohibited throughout all areas of the Courthouse. Feather-type dusters are prohibited throughout all areas of the Courthouse. 	Surface and adjacent corners, crevices, moldings, and ledges are left free of dust and dust streaks. The surface is left free from oil, spots, smudges, or scratches caused by the dusting process.
S9	<p>When cleaning windows and other glass:</p> <ul style="list-style-type: none"> • Contractor will return windows moved during the cleaning process to their original positions. 	Glass is left entirely free of dirt, grime, streaks, smudges, fingerprints, and excessive moisture. Glass will not be cloudy. Areas

	<ul style="list-style-type: none"> • Contractor will thoroughly wipe the window sashes, sills and woodwork around interior glass and other surrounding areas. • When Courthouse occupants will be disrupted or inconvenienced by window cleaning operations, Contractor must schedule these activities in advance with the Court's project manager. 	adjacent to glass (including window sashes, sills and woodwork) are left free of dust, drippings, watermarks, or debris.
S10	<p>When cleaning bathroom Fixtures and adjacent areas:</p> <ul style="list-style-type: none"> • Contractor will use a deodorizing disinfectant cleaner to clean all porcelain and stainless-steel Fixtures, including sinks, urinals, and toilets. • Contractor will clean and disinfect surfaces adjacent to Fixtures (including walls, floors, mirrors, trash cans, and cabinets). 	<p>Fixtures are clean, sanitary, and bright, with no dust, spots, stains, rust, mold, odor, or encrustation of any kind.</p> <p>Adjacent surfaces are clean and disinfected, and free of spots, stains, dripping water marks, and odor.</p>
S11	<p>When cleaning drinking fountains:</p> <ul style="list-style-type: none"> • Remove any trash, coffee grounds, gum or other debris. Clean and disinfect fountain (including nozzle) and rails. 	Fountain and rails are clean and disinfected, and free from any encrustation.
S12	<p>When spot cleaning cell walls:</p> <ul style="list-style-type: none"> • Scrub areas of cell walls to remove graffiti, smudges, stains, dirt, marks, etc. 	Wall is left clean and unblemished, with no damage from the cleaning process.
S13	<p>When cleaning holding cell toilets:</p> <ul style="list-style-type: none"> • Clean and disinfect toilets. • Scrub toilet with a soft bristle brush using white vinegar or a soft water solution to remove any accumulated dirt, debris, or rust. 	Toilet is left clean, disinfected, and odor-free, with no accumulated rust.
S14	<p>When cleaning floors generally:</p> <ul style="list-style-type: none"> • Where furniture and equipment must be moved, no chairs, wastebaskets or other items shall be stacked on desks, tables, or windowsills. All furniture and equipment must be returned to its original location and position. • Baseboards, walls, stair risers, furniture and equipment must not be splashed, disfigured or damaged during floor cleaning operations. • Contractor shall take precautions to advise Courthouse occupants of wet and/or slippery floor conditions. • All finished surfaces shall be maintained so as to provide safe anti-slip walking conditions. 	
S15	When preparing floors for cleaning:	Floor is free of gum, staples, and other debris. Small spots and stains are

	<ul style="list-style-type: none"> • Remove gum, tar, and similar substances from floor surfaces. • Remove staples and other debris from floor surfaces. • Ensure that floor is not damaged when removing debris. • Treat small spots and stains on carpeted floors. 	removed from carpeted floors.
S16	<p>When dust mopping:</p> <ul style="list-style-type: none"> • No dirt or lint will be left in corners, under furniture, behind doors, or on stair landings or treads. • No dirt will be left where sweepings were picked up. • Push brooms may not be used in the Courthouse. 	Floor is left clean, free of dirt streaks, lint, dust-bunnies, and other debris.
S17	<p>When wet mopping:</p> <ul style="list-style-type: none"> • Contractor will mop with an approved neutral general purpose floor cleaner to remove dirt, stains, food, spots, and odor. • In bathrooms and in holding cells, Contractor will mop with a disinfectant floor cleaner to remove dirt, stains, food, spots, and odor. • On completion of wet mopping, Contractor will rinse and dry the floors to present an overall appearance of cleanliness. • 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. 	Floor (including corners, edges, and under furniture) is left dry, clean and free of dirt, debris, water streaks, mop marks, strings, etc. Floor is left brightly finished.
S20	<p>When wet cleaning carpets or mats:</p> <ul style="list-style-type: none"> • When cleaning carpets or mats, Contractor will use a wet cold/warm extraction machine and a detergent compatible with the carpet or mat being cleaned. • Bonnet cleaning methods shall only be used for small spills and stains. 	Floor (including corners, edges, and under furniture) or mat is left free of dust, grit, staples, paper clips, dirt, lint, and other debris.
S23	<p>When cleaning mud/dirt grating:</p> <ul style="list-style-type: none"> • Contractor will remove dirt from the surface of the grating. • Contractor will dislodge and remove any rocks or other debris caught in the grating. 	Surface of grating is clean. No rocks or other debris are caught in grating.
S24	<p>When cleaning mud/dirt grating pits:</p> <ul style="list-style-type: none"> • Contractor will remove the grating from over the pit. • Contractor will vacuum the grating pit. 	Grating pit is free from dirt and debris.

S25	<p>When cleaning textured floor tiles:</p> <ul style="list-style-type: none"> • Contractor will saturate the tile with a neutral cleaning solution, • Contractor will allow the cleaning solution to remain on the floor for 5-10 minutes, • Contractor will scrub the floor with a brush using a two-direction method, and • Contractor will rinse the floor with clean, clear water to remove the cleaning solution. 	<p>Floor (including corners, edges, and under furniture) is left dry, clean, and free of dirt, debris, water streaks, mop marks, strings, etc.</p>
S26	<p>When removing trash and debris:</p> <ul style="list-style-type: none"> • Contractor will remove trash, paper, cans, bottles and other debris. • Contractor will not remove materials from any desktop, or from a judge's bench. • Contractor will deposit recyclable materials in appropriate recycling bins. 	<p>Areas are clear of trash and debris.</p>
S27	<p>When cleaning grout lines:</p> <ul style="list-style-type: none"> • Contractor will treat the grout line with a non-corrosive cleaning solution. • Contractor will use a soft-bristled scrubbing brush to scrub the grout line. • Contractor will remove any excess liquid. 	<p>Grout line is clean and free from spots and stains, with a uniform white color.</p>
S28	<p>When cleaning plexiglass partitions:</p> <ul style="list-style-type: none"> • Contractor will use soap and water or a microfiber cloth (e.g. one designed for use with eyeglasses) to clean the plexiglass. • Contractor will not use products designed for cleaning glass, as such products can damage plexiglass. 	<p>Plexiglass partition is left entirely free of dirt, grime, streaks, smudges, fingerprints and excessive moisture. Plexiglass will not be cloudy. Areas adjacent to plexiglass partitions are left free of dust, drippings, watermarks, or debris.</p>

4. Emergency Services. Upon request by the Court's project manager or designee, Contractor will perform Emergency Services. If requested, Contractor will provide to the Court an estimate of hours required to perform the Emergency Services. When the Court requests Emergency Services, Contractor will report to the Courthouse within **[time frame]**.

5. Specific Guidelines. Contractor will ensure that Contractor Personnel:

- do not lean equipment (e.g. brooms, mops, vacuum cleaners, trash bins) against any surface area (e.g. walls, doors, windows, furniture); instead equipment not being used should be left in the middle of the floor area until ready to be returned to the janitorial closet.
- do not climb onto countertops or desks to clean windows or other surfaces.

- turn off lights when Services are completed in a room or area, when performing Services After Hours.
- do not allow any person to enter the Courthouse After Hours, including friends and family members of Contractor personnel.
- use ladders when necessary to clean areas that are out of reach. Contractor acknowledges that, unless otherwise specified in this Agreement, its obligation to clean surfaces is not limited to surfaces that are reachable without use of a ladder.

6. Inspections.

- 6.1 Frequency.** On the first Wednesday of each month, Contractor's project manager shall inspect the Courthouse to ensure that Services are being performed in accordance with this Agreement. If Wednesday is a Court Holiday, Contractor's project manager shall perform the inspection on the next Workday.
- 6.2 Correction.** If Contractor's project manager discovers any instance where Services are not being performed in accordance with this Agreement, he or she will direct Contractor personnel to re-perform the Services by the end of the next Workday. Without limiting the foregoing, Contractor's project manager shall ensure that the weekly, bi-weekly, monthly, and quarterly services are performed as required.
- 6.3 Check-In.** Upon arrival at the Courthouse and before performing the inspection, Contractor's project manager will check in at the office of the Court's project manager. The Court's project manager, or his or her designee, may accompany Contractor's project manager during the inspection.
- 6.4 Report.** Contractor's project manager shall provide a written report to the Court's project manager within 24 hours of completing the inspection, summarizing any findings. If Contractor fails to perform an inspection, or fails to provide a written report as required above, the Court may withhold all amounts payable to Contractor pursuant to Appendix B, section 1 ("General") until Contractor performs the inspection and provides the required written report.

7. Defective Services. This section governs any task that was not performed in accordance with this Agreement ("Defective Service").

- 7.1 Notice.** If the Court discovers any Defective Service, the Court may report such Defective Service to Contractor via telephone or email. Contractor shall be deemed to have received notice of such Defective Service upon receipt of the Court's call (whether the call is answered or is sent to voicemail or an answering machine) or upon dispatch of the Court's email ("Report Time").

7.2 Re-Performance of Defective Services.

- A.** Contractor will re-perform the Defective Service to the Court's satisfaction by the end of the first Workday after the Report Time.
- B.** Once the Defective Services have been re-performed, Contractor's project manager shall (i) visit the Courthouse, (ii) inspect the re-performed Defective Services, and (iii) confirm that the Defective Services were properly re-performed.
- C.** If Contractor's project manager determines that the Defective Services were not properly re-performed, he or she shall have Contractor personnel re-perform the Defective Services again, and the process set forth in Section 7.2(B) will be repeated.

D. Once Contractor's project manager determines that the Defective Services were properly re-performed, he or she shall inform the Court's project manager in person or via email.

7.3 Failure to Re-Perform. If Contractor fails to re-perform the Defective Service in accordance with Section 7.2 ("Re-Performance of Defective Services"), the Court may hire a third party to perform the Defective Service and deduct the amount paid to the third party from any amount payable to Contractor. The Court may withhold all amounts payable to Contractor pursuant to Appendix B, section 1 ("General") until Contractor successfully re-performs the Defective Service to the Court's satisfaction, or the third party hired by the Court has completed the Defective Services.

7.4 Handling Fee. Contractor acknowledges that Contractor's failure to re-perform Defective Services will cause the Court to incur administrative costs associated with remedying such failure, and that such costs could be difficult to estimate in advance or to quantify in retrospect. Accordingly, the parties agree that, as liquidated damages (and not a penalty) for each failure of Contractor to re-perform Defective Services in accordance with Section 7.2 ("Re-Performance of Defective Services"), the Court may deduct a \$125 handling fee from any amount payable to Contractor. For the avoidance of doubt, the handling fee deducted pursuant to this section shall be in addition to the remedies specified in Section 7.3 ("Failure to Re-Perform") or elsewhere in this Agreement.

7.5 Repeated Failures. Contractor acknowledges that it shall be a **material breach** of this Agreement (for which the Court may exercise its rights under Appendix C, section 5.2 ("Termination for Cause")) if (i) the Court discovers and reports Defective Services three or more times in any 12-month period, or (ii) Contractor fails to re-perform Defective Services in accordance with Section 7.2 ("Re-Performance of Defective Services") two times during the Term.

8. Personnel Management and Access

8.1 Supervision. All Services shall be performed by Contractor Personnel directly supervised by Contractor.

8.2 Personnel List; Access. Contractor will provide to the Court a list (the "Personnel List") of all Contractor Personnel who have passed the background check as required by Section 9.1 ("Background Checks") and who may provide Services at the Courthouse. Contractor will provide an updated Personnel List to the Court whenever a person is added or removed from the Personnel List. Contractor may assign only persons on the Personnel List to provide Services at the Courthouse. Contractor acknowledges that it shall be a **material breach** of this Agreement (for which the Court may exercise its rights under Appendix C, section 5.2 ("Termination for Cause")) if (i) Contractor assigns or allows any person not on the Personnel List to perform Services at the Courthouse, or (ii) Contractor Personnel allow any person who is not on the Personnel List, including friends or family members, to access the Courthouse After Hours.

8.3 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 Contractor Personnel, for any or no reason, Contractor shall immediately discontinue such Contractor Personnel's performance of Services and replace such Contractor Personnel with other qualified Contractor Personnel. All Contractor Personnel assigned to work in the Courthouse must be able to speak and understand English sufficiently to communicate with others when required in the performance of their job duties, and must have the ability to read English.

8.4 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, which will be performed on the indicated weekends). Services performed during the Workday shall be performed according to a schedule and in a manner that does not conflict with courtroom proceedings or counter

transactions with the public. Weekend work (except for the Quarterly Service) will not be permitted unless specifically authorized by the Court's project manager or designee and scheduled in advance. Emergency Services shall be performed at times specified by the Court.

8.5 Notification of Problems or Emergencies. Contractor shall notify the Court as soon as possible upon finding any leakage, 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's project manager.

8.6 Contact Information. Contractor shall maintain a 24-hour business phone or telephone answering service and e-mail account for the purpose of receiving Court messages in an efficient and timely manner. Contractor will provide this contact information to the Court, as well as emergency contact information for the Contractor's project manager.

8.7 Damage.

- A.** If Contractor or any Contractor Personnel causes damage to the Courthouse, the Court may either (i) direct Contractor to repair the damage within a period of time specified by the Court, or (ii) hire a third party to repair the damage. If, after the Court directed Contractor to repair the damage, Contractor fails to repair the damage to the Court's satisfaction, the Court may hire a third party to repair the damage.
- B.** If Contractor or any Contractor Personnel causes damage to Court property, the Court may (i) direct Contractor to replace or repair the property within a period of time specified by the Court, (ii) hire a third party to repair the damage, or (iii) purchase replacement property. If, after the Court directed Contractor to replace or repair the property, Contractor fails to replace or repair the damage to the Court's satisfaction, the Court may hire a third party to repair the damage, or purchase replacement property.
- C.** The Court may deduct from any amount payable to Contractor (i) any amount paid to a third party to repair damage, or (ii) any amount paid to purchase replacement property.

8.8 Existing Personnel. If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees or contractors 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 or contractors providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.

9. Security

9.1 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 for all replacement personnel.

9.2 Badges. All Contractor Personnel working in the Courthouse must wear photo identification badges stating the bearer's full name. Contractor shall be responsible for all costs of badges. If Contractor fails to obtain badges for all Contractor Personnel, payment for Services rendered may be withheld. Contractor Personnel shall be required to display their identification badge at all times while working in the Courthouse. If a member of the Contractor Personnel fails to display a proper badge, the Court may require him or her 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.

9.3 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 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 Personnel 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.

10. Supplies and Materials.

10.1 Court Provided. The Court will provide toilet paper, toilet seat covers, hand towels, hand soap, hand sanitizer, and trash can liners. Contractor shall monitor the stock of these Court-supplied materials and notify the Court at a minimum of ten Workdays of the need to purchase replacement materials. The Court will not provide any other materials needed by Contractor to perform Services.

10.2 Contractor Provided. Contractor shall provide all materials, supplies, products, tools, chemicals, cleaning equipment, safety equipment and transportation necessary to perform the Services. Contractor shall provide ladders or similar equipment so that Contractor Personnel may safely clean out-of-reach areas without the need to climb on counters or furniture. All products shall be of best value and quality, 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 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

10.3 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 Judicial Council of California 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 Contractor Personnel 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.

11. Project Managers. The parties' project managers are as follows:

Court's project manager: **[name]**
 [title]
 [telephone number]
 [email address]

Contractor's project manager: **[name]**
 [title]
 [telephone number]
 [email address]

The Court Executive Officer may at any time 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. Subject to written approval by the Court, Contractor may change its project manager without need for an amendment to this Agreement.

12. 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.

13. Continuity of Operations. The Court has adopted a continuity of operations plan ("COOP") to ensure the continuation of the Court's essential functions if an emergency disrupts Court operations.

13.1 Emergency. If the Court relocates some or all of its personnel to a COOP Location because of an emergency, reduces public access to the Courthouse, or reduces business hours at the Courthouse, the Court will provide notice to Contractor. At its discretion, the Court may direct Contractor to stop providing some or all Services at the Courthouse. If the Court directs Contractor to stop providing some Services at the Courthouse, the parties will negotiate in good faith to adjust Contractor's compensation to reflect the reduced level of services. If the

Court directs Contractor to stop providing all Services at the Courthouse, the Court will stop compensating Contractor for Services as of the effective date of the notice. If requested by the Court, Contractor will provide janitorial services at the COOP Location; the parties will negotiate in good faith regarding the scope of the services to be provided at the COOP Location and Contractor's compensation therefor.

- 13.2 Communicable Disease.** If Court operations are affected or threatened by an influenza pandemic or other outbreak of communicable disease, the Court may direct Contractor to (i) increase the cleaning frequency of surfaces and items likely to have frequent hand contact, such as doorknobs, railings, telephones, elevator buttons, bathroom fixtures, countertops, and light switches, and (ii) refill alcohol hand-sanitizer stations. Such additional services shall be provided at no additional cost to the Court.

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 performed in accordance with this Agreement, including any Option Term:
 - **[\$[Dollar amount]** each month for the Services (excluding any Emergency Services).
 - **[\$[Dollar amount]** per hour for pre-approved Emergency Services.
 - 2.2 **No Advance Payment.** Invoices will be sent in arrears for Services already performed. The Court will not make advance payment for Services.
 - 2.3 **Final Payment.** If Contractor received a DVBE incentive in connection with its Proposal, the Court's final payment will be withheld as specified in Appendix C, Section 8.5 ("DVBE Participation").
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.
5. **Invoicing and Payment**
 - 5.1 **Invoicing.** Contractor shall submit invoices to the Court 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 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 subject to any withholding or deduction allowed in 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.

- 1.11 PCC 2010.** Contractor (a) is in compliance with Civil Code section 51 (the Unruh Civil Rights Act, or “UCRA”) and Government Code section 12960 et seq. (the California Fair Employment and Housing Act or “CFEHA”); and (b) does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including the nation and people of Israel, that is used to discriminate in violation of the UCRA or CFEHA. Contractor swears under penalty of perjury that this representation is true.

2. Insurance

- 2.1 Insurance Requirements:** During the Term the Contractor shall maintain, at a minimum and in full force and effect, the following insurance:

- A. Commercial General Liability:** Commercial General Liability insurance (and if required Excess/Umbrella Liability insurance) for all of its operations written on an occurrence form with limits of not less than \$1 million per occurrence and a \$1 million annual aggregate limit of liability. The policy shall include 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 shall not include exclusion for loss resulting from explosion, collapse, or underground perils. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability.
- B. Commercial Automobile Liability:** If one or more automobiles is used in the performance of the Services, Commercial Automobile Liability insurance covering liability arising out of the operation, use, loading, or unloading of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Services, with limits of not less than \$1 million combined single limit per accident.
- C. Workers’ Compensation and Employers Liability:** Statutory Workers’ Compensation insurance for all of the employees who are engaged in the Services, including special coverage extensions where applicable and Employers Liability insurance with limits not less than \$500,000 for each accident, \$500,000 as the aggregate disease policy limit, and \$500,000 as the disease limit for each employee.
- D. Commercial Crime Insurance:** Commercial Crime insurance endorsed to cover loss of money, securities, or other property with intrinsic value belonging to the Court, if the loss is the result of the dishonest acts of the Contractor or its employees, whether acting alone or in collusion with others. The policy shall provide limits of not less than \$100,000 per occurrence.

- 2.2 General Requirements.** General requirements for Contractor’s insurance that is required during the Term:

- A.** Contractor shall maintain the required insurance for its operations with an insurance company or companies rated “A- VII” or higher by A.M. Best’s key rating guide and authorized to do business in the State of California.
- B.** Contractor, prior to execution of this Agreement, 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.
- C.** The certificates of insurance shall be sent to:

Tarry Singh
Court Executive Officer
450 Fourth Street
Hollister, CA 95023

- D.** All insurance policies required under Section 2 (“Insurance”) shall be in force until the end of the Term or completion of the Services, whichever comes later.
- E.** If the insurance expires during the Term, the Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements, or the Contractor may be declared in breach of this Agreement. The Court reserves the right to withhold all payments until the breach is cured to the satisfaction of the Court. Contractor must provide renewal insurance certificates and signed policy endorsements to the Court no later than ten (10) days following the expiration of the previous insurance certificates and signed policy endorsements.
- F.** 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, subject to the provisions of this Agreement.
- G.** The Commercial General Liability and Automobile Liability insurance required by the “Insurance Requirements” in Section 2.1 (“Insurance Requirements”), as well as any Excess/Umbrella Liability insurance that Contractor maintains in compliance with the terms of Section 2 (“Insurance”) shall be endorsed to include (i) the State of California, (ii) the Judicial Council of California, (iii) the Superior Court of California, County of San Benito, and (iv) their respective elected and appointed officials, judges, officers, and employees as additional insureds, but only with respect to liability assumed by Contractor under the terms of this Agreement or liability arising out of the performance of the Services.
- H.** Contractor, and any insurer (by policy endorsement) providing insurance required under the terms of Section 2 (“Insurance”), waives any right of recovery or subrogation it may have against (i) the State of California, (ii) the Judicial Council of California, (iii) the Superior Court of California, County of San Benito, and (iv) 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.
- I.** All insurance policies required under Section 2 (“Insurance”) 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.
- J.** Contractor shall be responsible for and may not recover from (i) the State of California, (ii) the Judicial Council of California, (iii) the Superior Court of California, County of San Benito or (iv) their respective elected and appointed officials, judges, officers, and employees, any deductible or other amount that is connected to the insurance required under Section 2 (“Insurance”).
- K.** The insurance required under Section 2 (“Insurance”) shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the State of California, the Judicial Council of California, or the Superior Court of California, County of San Benito.
- L.** The cost of all insurance required by Section 2 (“Insurance”) is the sole responsibility of the Contractor, and is a component part of the Contractor’s agreed compensation
- M.** Contractor shall require insurance from any subcontractors and their sub-subcontractors with substantially the same terms and conditions as required of the Contractor under “Insurance Requirements” in Section 2.1 (“Insurance Requirements”) and with limits of liability, which in the opinion of the Contractor are sufficient to protect the interests of the (i) Contractor, (ii) the State of California, (iii) the Judicial Council of California, and (iv) the Superior Court of California County of San Benito.

- 3. 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, or (ii) Contractor's (or its employee's, contractor's, or subcontractor's) 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.
- 4. 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 Term(s) this Agreement shall expire. In order to exercise an Option Term, the Court will send Notice to Contractor. The exercise of an Option Term will be effective without Contractor's signature. The monthly flat rate and the hourly rate for emergency services shall remain unchanged during any Option Term.
- 5. Termination**

 - 5.1 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.
 - 5.2 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) Workdays 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; (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading; or (iv) the Court discovers that Contractor submitted false or misleading information in its Proposal, or altered the text of any form submitted as part of its Proposal.
 - 5.3 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.
 - 5.4 Termination for Changes in Budget or Law.** The Court's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Court may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Court if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Court determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.
 - 5.5 Rights and Remedies of the Court.**

- A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Court immediately if Contractor is in default, or if a third-party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Court may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement; (ii) require Contractor to enter into non-binding mediation; (iii) exercise, following Notice, the Court's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
- B. *Replacement.* If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue any Services not terminated hereunder.
- C. *Effect.* In the event of any termination of this Agreement, the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Court's termination is not for cause, the Court shall pay any fees due under this Agreement for Services performed completed and accepted as of the date of the Court's termination Notice.

5.6 Survival. Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

6. Assignment and Subcontracting. Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

7. Notices. Notices must be sent to the following address and recipient:

If to Contractor:	If to the Court:
[name] [address] phone: [phone #] fax: [phone #]	Superior Court of California, San Benito County ATTN: Court Executive Officer 450 Fourth Street Hollister, CA 95023

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

8. Provisions Applicable to Certain Agreements. Sections 8.1 through 8.6 below are **applicable only to the types of agreements specified in the first sentence of each section.** If this Agreement is

not of the type described in the first sentence of a section, then that section does not apply to the Agreement.

- 8.1 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.
- 8.2 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 (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status, and (ii) PCC 10295.35 which places limitations on contracts with contractors who discriminate in the provision of benefits between employees on the basis of an employee's or dependent's actual or perceived gender identity, including, but not limited to, the employee's or dependent's identification as transgender.
- 8.3 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.
- 8.4 Priority Hiring.** *If the Contract Amount is over \$200,000 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.
- 8.5 DVBE Participation.** *If Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement, this section is applicable.*
- A. General.** Contractor's failure to meet the DVBE commitment set forth in its Proposal constitutes a breach of this Agreement. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances, and statutes that govern the DVBE Program, including Military and Veterans Code section 999.5.
- B. DVBE Subcontractors.** If Contractor uses DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its Proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must, no later than the date of Contractor's final invoice, certify in a report to the Court: (a) the total amount of money Contractor received under this Agreement, (b) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with this Agreement, (c) the total amount of money and percentage of work Contractor committed to provide to each DVBE subcontractor, (d) the total amount of money each DVBE subcontractor received from Contractor in connection with this Agreement, and (e) that all payments under this Agreement have been made to the applicable DVBE subcontractors. Upon request by the Court, Contractor shall provide proof of payment for the work. Pursuant to Military and Veterans Code section 999.7, the Court will withhold \$10,000 from the final payment to Contractor (or withhold the full final payment if it is less than \$10,000) until Contractor submits a complete and accurate certification as specified above. The Court will allow Contractor to cure the deficiency after written notice of Contractor's failure to complete and submit a complete and accurate certification. If after at least 15 calendar days, but no more than 30 calendar days, from the date of the written

notice Contractor fails to comply with the certification requirements, the Court shall permanently deduct \$10,000 from the final payment to Contractor (or the full payment, if less than \$10,000).

- 8.6 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

9. Miscellaneous Provisions.

- 9.1 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.
- 9.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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 Contractor Personnel 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.

- 9.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court Executive Officer.
- 9.8 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.
- 9.9 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.
- 9.10 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 the Court Executive Officer. The Court may make changes to Appendix A, section 2 ("Tasks") if it believes that such changes are required or desirable for the protection of the Courthouse, public health, public safety, or to limit or avoid damage; such changes shall be effective upon notice to Contractor without an amendment to this Agreement. 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.
- 9.11 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.
- 9.12 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 9.13 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. A number in parentheses after a room name refers to the room or door number used in the Courthouse floorplans.
- 9.14 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 9.15 Commencement of Performance.** This Agreement is of no force and effect until signed by the Court. Any commencement of performance prior to the Court's signature shall be at Contractor's own risk.
- 9.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.
- 9.17 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.

APPENDIX D

Defined Terms

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

“After Hours” means any time when the Courthouse is closed to the public.

“Agreement” 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.

“Contractor” is defined on the Coversheet.

“Contractor Personnel” means Contractor’s employees and independent contractors.

“COOP” means a continuity of operations plan.

“COOP Location” means an alternate facility used by the Court in the event an emergency disrupts Court operations, requiring the relocation of Court personnel.

“Court” is defined on the Coversheet.

“Court Holiday” refers to New Year’s Day, Dr. Martin Luther King, Jr. Day, Lincoln’s Birthday, President’s Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Native American Day, Veteran’s Day, Thanksgiving, the day after Thanksgiving, and Christmas Day. If a court holiday falls on a Saturday or Sunday, it may be observed on Friday or Monday as directed.

“Courthouse” means 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.

“Defective Service” is defined in Appendix A, section 7 (“Defective Services”).

“DVBE” is defined in Appendix C, section 8.5 (“DVBE Participation”).

“Effective Date” is defined on the Coversheet.

“Emergency Services” are services provided at the Courthouse (i) in response to an emergency situation, such as flooding, and (ii) outside of normal business hours. Emergency Services do not include services provided at a COOP Location pursuant to Exhibit A, section 13.1 (“Emergency”).

“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, 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.

“No Service Areas” means Security Interview (103), Security Control (104), Building Automated Systems Room (123), Electrical (124), Building Support Central Storage (132), Janitor (134) Elevator Machine Rooms (137, 147, 156), Main Distribution Frame (143), Evidence Storage (145), Storage (164B, 165), Electrical (190), Boiler (192), Sally Port (door X1), Service Yard (door X2), Trash Area (doors X3 and X4), Judge’s Parking (door X6), Recycle Yard (doors X7 and X10), Workshop Yard (doors X8 and X9), Intermediate Distribution Frame (223), Electrical (224), closets (doors 276A, 276B, 276C, and 276D), Closet (237A), AV Closets (272, 263), and Janitor (255).

“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.

“Personnel List” is defined in Appendix A, section 8.2 (“Personnel List; Access”).

“Proposal” means the proposal that Contractor submitted in response to the Request for Proposals, issued by the Court, that resulted in this Agreement.

“Report Time” is defined in Appendix A, section 7.1 (“Notice”).

“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.

ATTACHMENT 1
Courthouse Floorplans