



**REQUEST FOR PROPOSALS**

**TO PROVIDE**

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF MONTEREY**

**WITH**

**PAINTING SERVICES**

**RFP NUMBER 2015-IN01**

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## 1.0 INTRODUCTION

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

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

The Court intends to award multiple agreements for an initial term of three years plus two one-year extensions to proposers who have met or surpass the minimum mandatory requirements and who have submitted the highest scored proposals. All materials submitted in response to this RFP shall become a part of this proposal, and may be incorporated in a subsequent Agreement between the Court and the selected Contractor.

At the time the court requires painting services, the Court will request each vendor that has entered into an agreement as a result of this RFP to provide a quote for the requested services.

The quote cannot exceed the prices set forth in vendor’s contract. The Court will award a work order to the vendor that offers the best value to the court at the time of such request.

For this RFP #2015-IN01, the court will have a **mandatory walk through** on the first proposed project and bids received for this project will be used for the price portion of this RFP for the evaluation portion of this proposal.

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

## 2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

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

Due to the nature of the services, work performed under a resulting Agreement may be considered a “public works” project subject to the requirements set forth in California Labor Code sections 1720 et seq. Pursuant to Section 1771.1, all contractors and their respective subcontractors must, without exception, be registered with the Department of Industrial Relations (“DIR”). All Proposers must complete a Public Works Notice and Proof of Registration form as proof of registration. The Court cannot award a contract to an unregistered contractor and will not consider any Proposal that does not have proof of registration.

### 3.0 RFP TIME-LINE

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court. Changes will be posted on Courts Public Website.

RFP Issued .....	3/16/16
<b>Mandatory Walk Through.....</b>	<b>3/23/16</b>
<b><u>12:00-1:00 PM at 240 Church Street, Salinas</u></b>	
Deadline for Questions .....	3/25/16 12:00 p.m. (PST)
Proposals Due Date.....	4/04/16 12:00 p.m. (PST)
Evaluation of Proposals ( <i>estimate only</i> ) .....	4/05/16 – 4/7/16
Notice of Intent to Award ( <i>estimate only</i> ).....	4/8/16

### 4.0 RFP ATTACHMENTS

#### 4.1 Statement of Work

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

#### 4.2 Administrative Rules Governing RFPs

These rules govern this solicitation and should be read carefully by Proposer.

#### 4.3 Sample Agreement

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

#### 4.4 California Labor Code section 1771.1

#### 4.5 Required Forms

All forms listed below must be completed and submitted to the Court. The completed forms will become part of the Proposer's proposal.

- Acknowledgement Form
- Bidder Certification
- Qualifications & Organization Questionnaire
- Acceptance of Terms and Conditions of Sample Agreement
- Darfur Contracting Act Certification
- Public Works Contract Notice and Proof of Registration
- Contractor/Subcontractor Worker Classification

## **5.0 MINIMUM MANDATORY REQUIREMENTS**

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

### **5.1 Proposal Submission Deadline**

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

### **5.2 Cover Letter**

Proposal must include a cover letter, as described in Section 7.0 of this RFP.

### **5.3 Experience and Capability**

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

### **5.4 Plan for Providing the Requested Services**

Proposal must include a plan for providing the requested services, as described in Section 7.0 of this RFP.

### **5.5 Business References**

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

### **5.6 Financial Stability**

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

years.

#### 5.7 Insurance

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

#### 5.8 Business License and Certification

Proposer must submit copies of any current business licenses, professional licenses, certificates or other credentials required by the nature of the contract work to be performed by Proposer including a valid General Contractor License from the State of California.

#### 5.9 Cost Proposal

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

#### 5.10 Required Forms

Proposer must complete all Required Forms.

#### 5.11 Registration with the Department of Industrial Relations (DIR)

Proposer must be registered to perform public work pursuant to Section 1771.1.

### 6.0 TECHNICAL PROPOSAL

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

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

#### 6.1 Cover Letter

The proposal must start with a cover letter addressed to **Carey Pearce** on Proposer's stationery. A corporate officer or person who is authorized to represent Proposer must sign this letter on behalf of Proposer. The letter must include the following:

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

## 6.2 Experience and Capability

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

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

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

Proposer's ability to perform the contract, a statement to that effect must be included.

### 6.3 Plan for Providing the Requested Services

Provide a detailed write up of a Work Plan describing the proposed method for completing the work.

### 6.4 Business References

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

### 6.5 Insurance

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

### 6.6 Business License and Certification

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

6.6.2 Proposer must also submit copies of all business or professional licenses or certificates, including a copy of a valid **General Contractor License from the State of California**.

### 6.7 Required Forms

Proposer shall complete and submit all Required Forms where indicated to the court.

## 7.0 COST PROPOSAL

### 7.1 Cost Proposal Submission

7.1.1 Proposer must include a comprehensive statement of costs for the Services described in the Statement of Work. The statement must include the hourly rate (regular business hours 7:30 a.m.-5:30 p.m.), hourly rate (after hours, weekends, holidays), prevailing wage (regular business hours), prevailing wage (off hours), hourly minimum, and material mark-up.

7.1.2 The Cost Proposal shall be submitted where indicated to the court.

**8.0 EVALUATION CRITERIA**

8.1 At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

8.2 Proposals will be evaluated by the Evaluation Committee using the criteria set forth in the table below. The total maximum allowable points will be 100 points. Award, if made, will be to the **highest-scored proposal**.

8.3 If a contract will be awarded, the Court will post an Intent to Award Notification at

[www.monterey.courts.ca.gov](http://www.monterey.courts.ca.gov)

<b>EVALUATION CRITERIA</b>	<b>Maximum Points</b>
<b>Experience and Capability</b>	20
<b>Plan for Providing the Requested Services</b>	20
<b>Cost Proposal</b> The Cost Proposal will be evaluated on the overall reasonableness of the prices submitted.	35
<b>Format of Proposal</b> Order of information presented within proposal documents follows the order outlined in Section 7.0 and proposal documents include Cover Letter and all information requested in Section 7.0.	5
<b>Acceptance of Terms and Conditions</b> (As set forth in the Required Form entitled "Acceptance of Terms and Conditions of Sample Agreement")	5
<b>Professional References-</b> Services provided to other customers	15
<b>TOTAL MAXIMUM ALLOWABLE POINTS</b>	100

## 9.0 PROTESTS

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

Carey Pearce, Finance Analyst  
Superior Court of California  
County of Monterey  
240 Church Street  
Salinas, California 93901  
[carey.pearce@monterey.courts.ca.gov](mailto:carey.pearce@monterey.courts.ca.gov)

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

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

## **STATEMENT OF WORK**

The Court seeks a Contractor to provide painting services as set forth below at the Salinas Courthouse for the first project. Other Court Locations may be included for future work under agreement.

Job Specifications:

- Painting of public hallways with a washable product.
- All work will need to be performed after hours and on weekends and will fall under prevailing wage due to the total cost of the project.

Contractor shall furnish all equipment, materials, tools, and accessories needed to complete this project in compliance with all applicable codes, ordinances, and regulations, to the satisfaction of the Court. The scope of work includes but is not limited to the following:

### **VENDOR RESPONSIBILITIES:**

- Attend mandatory job-walk where work is to be performed.
- Thoroughly examine and determine project parameters.
- All communications concerning the project will go through the Court Project Manager.
- A Facilities Services representative must be on-site anytime work is being performed.
- Contractor shall provide everything necessary to complete the project, including all labor, materials, tools, and equipment.
- Contractor must submit a detailed plan and price quotation for required work.
- Uniforms or ID badges must be worn at all times to distinguish workers from members of the public.
- Contractor must not utilize any labor obtained from a temporary employment agency.
- A background check will be used to screen all prospective applicants. Process normally takes from 5 to 10 working days to complete.
- Obtain client's final approval before scheduling move activities.

- Contractor will be responsible for hiring a certified asbestos consultant for some work at the Monterey Courthouse and billing the Court as needed depending on the project.

### **FINAL ACCEPTANCE**

The Court reserves the right to inspect any portion of work at any time.

- Any defective or damaged work shall be addressed within two (2) business days of receipt of notification.
- Final sign-off will be issued by the COURT Project Manager at the closure of the project.

**Please note that no contractor is allow to bid on any public works project, if they are not register with DIR (Department of Industrial Relations). Contractors must be registered with DIR, prior to submit their bid proposal to the court.**

Link for the Contractors' registration page: <http://www.dir.ca.gov/Public-Works/Contractors.html>

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

**1. COMMUNICATIONS WITH COURT REGARDING THE RFP**

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

**2. QUESTIONS REGARDING THE RFP**

Proposers interested in responding to the RFP may submit questions to e-mail above on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If Proposer is requesting a change, the request must set forth the recommended change and Proposer's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court's responses will be made available on the courts public website prior to the proposal due date and time.

**3. ERRORS IN THE RFP**

- a. If, before the proposal due date and time listed in the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, Proposer must immediately notify the Court by sending an email to the Bid Contact and request modification or clarification of the RFP. Without disclosing the source of the request, the Court may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.
- b. If a Proposer fails to notify the Court of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the RFP, the Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the contract, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### **4. OPTION TO CANCEL, AMEND OR EXTEND RFP**

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

#### **5. ADDENDA**

- a. The Court may modify the RFP before the proposal due date and time listed in the RFP by issuing an addendum on the Courts Public Website.
- b. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- c. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court by sending an email to the Bid Contact no later than one day following issuance of the addendum.

#### **6. COURT RESPONSIBILITIES**

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

#### **7. SUBMISSION OF PROPOSALS**

- a. To be considered, proposals must be received on or before the submission deadline specified in the RFP. The Court will accept only one proposal per individual, firm, partnership or corporation under the same or different names.
- b. All proposals must be submitted electronically to court contact. Proposer is solely responsible for ensuring that the full proposal is submitted to the court prior to the submission deadline. Proposers encountering problems submitting proposals electronically, or needing any assistance, may contact Carey Pearce or [carey.pearce@monterey.courts.ca.gov](mailto:carey.pearce@monterey.courts.ca.gov)
- c. The Court is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.
- d. The Court shall under no circumstances be held liable for any costs incurred in connection with the preparation or submittal of any proposal or in connection with the modification of any of Proposer's operations in response to this RFP.
- e. Submission of a proposal constitutes an acknowledgement that Proposer accepts and is willing to comply with the terms and conditions of the RFP, the attachments and any addenda, and has reviewed all applicable laws,

regulations, ordinances and resolutions dealing with or related to this procurement. Proposer's failure or neglect to examine such documents. Laws, regulations, ordinances or resolutions shall in no way relieve Proposer from any obligations with respect to any contract issued as a result of this RFP.

## **8. AMENDMENT OR WITHDRAWAL OF PROPOSALS**

A Proposer may amend or withdraw its proposal at any time prior to the submission deadline by following the process set forth by the court. Proposers encountering problems amending or withdrawing a proposal electronically, or needing any assistance, may contact Carey Pearce (831)775-5449 or [carey.pearce@monterey.courts.ca.gov](mailto:carey.pearce@monterey.courts.ca.gov). Proposer may thereafter submit a new or modified proposal, provided that it is submitted prior to the deadline listed in the RFP. Amendments or withdrawals offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the RFP.

## **9. ERRORS IN THE PROPOSAL**

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

## **10. RIGHT TO REJECT PROPOSALS**

- a. The Court may, in its sole discretion, reject any or all proposals submitted in response to this RFP. Only one proposal per individual, firm, partnership, or corporation under the same or different names will be considered. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered in this RFP process.
- b. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

- c. The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the proposal.
- d. Proposers are specifically directed **NOT** to contact any Court personnel other than the court contact for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel may be cause for rejection of the Proposer's proposal.

## **11. EVALUATION PROCESS**

- a. An initial Pass/Fail review will be made of all proposals submitted to determine their compliance with the RFP format instructions and fulfillment of the minimum mandatory requirements. Failure to comply with any of the minimum mandatory requirements may be cause for disqualifying a proposal from further consideration and review. The Court may, in its sole discretion, reject any or all proposals submitted in response to this RFP. Such review and determination is not subject to appeal, and will be done at the sole discretion of the Court.
- b. Proposals that contain false, incomplete or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP. A proposal containing conditions or limitations established by Proposer may be deemed irregular and rejected by the Court in its sole discretion.
- c. Upon completion of the initial review, all proposals receiving a "Pass" will be evaluated by the Evaluation Committee. The Evaluation Committee will include representatives of the Court. The Court may utilize the services of appropriate experts to assist in the evaluation process and may request further written clarification from Proposers. The Evaluation Committee, at its sole discretion, may delegate certain functions to one or more subcommittees.
- d. A reasonable inquiry to determine the responsibility of Proposer may be conducted. The unreasonable failure of Proposer to promptly supply information in connection with such inquiry, including but not limited to information regarding past performance, ability to perform on schedule, may be grounds for a determination of nonresponsibility with respect to such Proposer. By submitting a proposal in response to this RFP, Proposer acknowledges that it gives the Court investigative authority to verify and confirm any and all related information, credentials, resources, and references listed in the proposal.
- e. The Court may conduct oral interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-

ranked proposals. Interviews are schedule with Proposers at the discretion of the Court. The interviews may be conducted in person or by phone. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location.

- f. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

## **12. DISPOSITION OF MATERIALS/CONFIDENTIAL OR PROPRIETARY INFORMATION**

- a. All materials submitted in response to the RFP will become the property of the Court.
- b. A copy of each proposal will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records. For further information go to the following website:

[www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10\\_500](http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).

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

## **13. OFFER PERIOD**

Proposer's proposal is an irrevocable offer for one hundred eighty (180) calendar days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

## **14. PAYMENT TERMS**

- a. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- b. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the Court and the selected Proposer. The Court

may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the contract between the Court and the selected Proposer.

**15. AWARD OF CONTRACT**

- a. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- b. If a contract will be awarded, the Court will post an Intent to Award Notice on the court public website.

**16. EXECUTION OF FORMAL AGREEMENT (IF APPLICABLE)**

- a. Proposers are hereby advised that this RFP is a solicitation for proposals only. It is not intended to be, nor is it to be construed as, an offer to enter into any contract or other agreement. Acceptance or recommendation of a proposal does not constitute formation of a contract. A contract can be created only by formal approval and execution by the Court Executive Officer or designee.
- b. Once negotiations have been completed with the selected Contractor, a recommendation for an award of a contract will be made to the Court Executive Officer or designee, who is, and shall remain, the ultimate decision maker for the Court.
- c. A Proposer submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.
- d. Upon award of the contract, the agreement shall be signed by Proposer in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of contract form. Contracts are not effective until executed by both parties and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed contract shall be at Proposer's own risk.
- e. The period for execution of the agreement set forth in the RFP may only be changed by mutual agreement of the parties. Failure to execute the contract within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, the Court may award the contract to the next qualified Proposer.

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

**17. NEWS RELEASES**

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

**18. NO CONFLICT OF INTEREST**

Proposer must certify that Proposer has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities. See Bidder Certification form.

**19. ANTI-TRUST CLAIMS**

- a. In submitting a proposal to the Court, Proposer offers and agrees that if the proposal is accepted, Proposer will assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Proposer. (See Government Code section 4552.)
- b. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- c. Upon demand in writing by Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

**20. AMERICANS WITH DISABILITIES ACT**

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

## 21. **DISABLED VETERANS BUSINESS ENTERPRISE INCENTIVE (IF APPLICABLE)**

- a. Qualification for the Disabled Veterans Business Enterprise (DVBE) incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- b. Eligibility for and application of the DVBE incentive is governed by the Court's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Court's sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, the dollar amount of its proposal will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsible proposal, not to exceed \$50,000.
- c. To receive the DVBE incentive, at least 3% of the purchase order goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").
- d. If Proposer wishes to seek the DVBE incentive:
  - i. Proposer must complete and submit with its proposal, the DVBE Proposer Declaration. Proposer must submit with the DVBE Proposer Declaration all materials required in the DVBE Proposer Declaration.
  - ii. Proposer must also submit with its proposal, a DVBE Declaration completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.
- e. Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.
- f. If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.
- g. If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-purchase order DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the COURT approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.
- h. **Fraudulent misrepresentation in connection with the DVBE incentive is a misdemeanor and is punishable by imprisonment or fine, and violators are liable for civil penalties. See Military & Veterans Code section 999.9.**

**SAMPLE STANDARD AGREEMENT** rev PC07-15

AGREEMENT NUMBER

**[To be used for combination of goods and services (with no key personnel)]**

**[Agreement number]**

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 Monterey**.

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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, and (ii) \$**[Dollar amount]** during the Option Term(s).

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4. The purpose or title of this Agreement is: **[Purpose or descriptive title]**.

*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 – Goods and 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 MONTEREY</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  <b>[Name and title]</b>	PRINTED NAME AND TITLE OF PERSON SIGNING  <b>[Name and title]</b>
DATE EXECUTED  <b>[Date]</b>	DATE EXECUTED  <b>[Date]</b>
ADDRESS  <b>240 CHURCH STREET, SALINAS, CA 93901</b>	ADDRESS  <b>[Address]</b>

## APPENDIX A – GOODS AND SERVICES

### 1. Background and Purpose.

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### 2. Goods

**2.1 Description of Goods.** The Court may purchase from Contractor, and Contractor shall sell to the Court the following products, goods, materials, and supplies (“Goods”) free and clear of all liens, claims, and encumbrances:

- To be Determined
- \_\_\_\_\_

**2.2 Deliver; Risk of Loss; Title.** Time is of the essence to delivery of Goods. Contractor will deliver the Goods “Free on Board Destination Freight Prepaid”, to the Court at [address]. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the part number and quantity. Any itemized packing slip must be left with the Goods to insure their receipt. Title to the Goods vests in the Court upon payment of the applicable purchase price.

**2.3 Delivery Timeline.** Contractor must deliver the Goods according to the following timeline:

- To be Determined
- \_\_\_\_\_

**2.4 Inspection and acceptance criteria.**

- To be Determined
- \_\_\_\_\_

**2.5 Material Safety Data Sheets.** If some or all of the Goods being provided by Contractor are on CAL OSHA's "Hazardous Substances List," Contractor will, upon request, forward a completed Material Safety Data Sheet (MSDS) to the Court.

**2.6 Goods Warranties.** Contractor warrants that the Goods will be merchantable for their intended purposes, free from all defects in materials and workmanship, in compliance with all applicable specifications and documentation, and to the extent not manufactured pursuant to detailed designs furnished by the Court, free from defects in design. The Court’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

### 3. Services.

**3.1 Description of Services.** Contractor shall perform the following services (“Services”):

- To be Determined
- \_\_\_\_\_

**3.2 Description of Deliverables.** Contractor shall deliver to the Court the following work products (“Deliverables”):

- To be Determined
- \_\_\_\_\_
- \_\_\_\_\_

- 3.3 Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria or the Court may reject the applicable Services or Deliverables. The Court may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.
- To be Determined
  - \_\_\_\_\_
- 3.4 Timeline.** Contractor must perform the Services and deliver the Deliverables according to the following timeline:
- To be Determined
  - \_\_\_\_\_
- 3.5 Project Managers.** The Court’s project manager is: **[Insert name]**. 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.
- 3.6 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. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the Court’s acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the Court.
- 3.7 Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
- 3.8 Commencement of Performance.** This Agreement is of no force and effect until signed by both parties. Any commencement of performance prior to final signature shall be at Contractor's own risk.
- 3.9 Stop Work Orders.**
- A.** The Court may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree (“Stop Work Order”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the Court shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.
  - B.** If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The Court shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
    - i.** The Stop Work Order results in an increase in the time required for, or in Contractor’s cost properly allocable to the performance of any part of this Agreement; and

- ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the Court decides the facts justify the action, the Court may receive and act upon a proposal submitted at any time before final payment under this Agreement.
  - C. The Court shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.
- 4. **Acceptance or Rejection.** All Goods, Services, and Deliverables are subject to acceptance by the Court. The Court may reject any Goods, Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Court). If the Court rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the Court to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the Court within ten (10) business days after the Court's rejection, unless otherwise agreed in writing by the Court. Thereafter, the parties shall repeat the process set forth in this section until the Court accepts such corrected Good, Service, or Deliverable. The Court may terminate that portion of this Agreement which relates to a rejected Good, Service, or Deliverable at no expense to the Court if the Court rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

## 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 Goods.** Contractor will invoice the following amounts for Goods that the Court has accepted:
  - To be Determined
  - \_\_\_\_\_
- 2.3 **No Advance Payment.** The Court will not make any advance payment for Goods.
- 2.4 **Delivery.** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid by the Court unless it is expressly stated herein.
3. **Compensation for Services.**
  - 3.1 **Amount.** Contractor will invoice the following amounts for Services or Deliverables that the Court has accepted:
    - To be Determined
    - \_\_\_\_\_
  - 3.2 **Withholding.** When making a payment tied to the acceptance of Deliverables, the Court shall have the right to withhold fifteen percent (15%) of each such payment until the Court accepts the final Deliverable.
  - 3.3 **No Advance Payment.** The Court will not make any advance payment for Services.
4. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the Court.
  - 4.1 **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:
    - To be Determined
    - \_\_\_\_\_
  - 4.2 **Limit on Travel Expenses.** If travel expenses are allowed under section 4.1 above: (i) all travel is subject to written preauthorization and approval by the Court, and (ii) all travel expenses are limited to the maximum amounts set forth in the Court’s travel expense policy.
  - 4.3 **Expense Limit.** Contractor shall not invoice the Court, and the Court has no obligation to reimburse Contractor, for expenses of any type that exceed in the aggregate the amount of: \$[Dollar amount] for the Initial Term and \$[Dollar amount] for the Option Term.
  - 4.4 **Required Certification.** Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the

Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

**5.1 Invoicing and Payment**

**5.2 Invoicing.** Contractor shall submit invoices to the Court in arrears no more frequently than monthly. All invoices will be sent to the address listed below. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum (i) the Agreement number, (ii) Vendor's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the Goods received and the Services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Contractor shall adhere to reasonable billing guidelines issued by the Court from time to time.

Superior Court of Monterey County  
Attention: [REDACTED]  
[Address where invoice should be sent]

**5.3 Payment.** The Court will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement. Payment is due thirty (30) days from receipt of a correct, itemized invoice.

- (A) 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.
- (B) Amounts owed to the Court due to rejections of Goods or Services or discrepancies in an invoice will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment by the Court. The Court has the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court pursuant to this Agreement or any other transaction or occurrence.

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

**5. 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.

**ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor: \_\_\_\_\_

**Date submitted to the Court:** \_\_\_\_\_

The Services or Deliverables are:

1) Submitted on time:  yes  no. If no, please note length of delay and reasons.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Complete:  yes  no. If no, please identify incomplete aspects of the Services or Deliverables.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) Technically accurate:  yes  no. If no, please note corrections required.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

\_\_\_\_\_  
\_\_\_\_\_

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*END OF ATTACHMENT*

## APPENDIX C – GENERAL PROVISIONS

### 1.0 Provisions Applicable to Services

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

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

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

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

### 3.0 Insurance

#### 3.1 General Requirements for Contractor’s insurance that is required during the term of the Agreement:

- A.** Contractor shall maintain the required insurance for its operations with an insurance company or companies that are rated “A- VII” or higher by A.M. Best’s key rating guide and authorized to do business in the State of California. If Contractor is a public agency, the insurance may be provided through a joint power authority formed for the purpose of jointly self-insuring the cost of claims and insurance costs.
- B.** For all insurance policies required by this section 3.0, Contractor shall declare any deductible or self-insured retention (SIR). Any deductible or SIR shall be clearly stated on the appropriate certificate of insurance.
- C.** If self-insured, Contractor agrees to administer its self-insurance program in a commercially reasonable manner to ensure the availability of funds to cover losses required to be insured under the terms of this section 3.0.
- D.** Contractor, prior to commencement of the Services, shall provide the Court with certificates of insurance and signed insurance policy endorsements, on forms acceptable to the Court, as evidence that the required insurance is in effect. Where applicable, each certificate of insurance and signed insurance policy endorsement shall specifically provide verification that the **State of California, the Judicial Council of California, and the Superior Court of California, County of Monterey**, and their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds on the insurance policy being referenced.
- E.** The Certificates of Insurance shall be addressed as follows:
- (Name)**  
**(Address)**
- F.** All insurance policies required under this section 3.0 shall be in force until the end of the term of this Agreement or completion of the Services, whichever comes later.
- G.** If the insurance expires during the term of the Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements, or Contractor may be declared in breach of this Agreement. The Court reserves the right to withhold all progress and retention 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 at least ten (10) days following the expiration of the previous insurance certificates and signed policy endorsements.

- H.** In the event Contractor fails to keep in effect the specified insurance coverage, the Court may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- I.** The Commercial General Liability and Automobile Liability insurance required by the “Insurance Requirements” herein below, as well as any Excess/Umbrella Liability insurance that Contractor maintains in compliance with the terms of this section 3.0 shall be endorsed to include the State of California, the Judicial Council of California, and the Superior Court of California, County of Monterey, and their respective elected and appointed officials, judges, officers, and employees as additional insureds, but only with respect to liability assumed by Contractor under the terms of this Agreement or liability arising out of performance of the Services.
- J.** Contractor, and any insurer (by policy endorsement) providing insurance required under the terms of this section 3.0, shall waive any right of recovery or subrogation it may have against the State of California, the Judicial Council of California, and the Superior Court of California, County of Monterey, and their respective elected and appointed officials, judges, officers, and employees for direct physical loss or damage to the work, or for any liability arising out of the Services performed by Contractor under this Agreement.
- K.** All insurance policies required under this section 3.0 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days’ prior written notice to the Court. Notice to the Court of cancellation or material change is the responsibility of the Contractor.
- L.** Contractor shall be responsible for and may not recover from the State of California, the Judicial Council of California, or the Superior Court of California, County of Monterey any deductible or self-insured retention that is connected to the insurance required under this section 3.0.
- M.** The insurance required under this section 3.0 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 Monterey.
- N.** The cost of all insurance required by this section 3.0 is the sole responsibility of Contractor, and is a component part of Contractor’s agreed compensation.
- O.** Contractor shall require insurance from subcontractors and their sub-subcontractors with substantially the same terms and conditions as required of Contractor under “Insurance Requirements” herein below and with limits of liability, which in the opinion of Contractor are sufficient to protect the interests of Contractor, State of California, the Judicial Council of California, and the Superior Court of California County of Monterey.

**3.2 Insurance Requirements:** From the beginning of the performance of the Services, 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.

**[Note: If the Agreement includes professional services, i.e. attorney, consultant, information technology add the following.]**

- D. **Professional Liability Insurance:** Professional Liability insurance covering Contractor's acts, errors, and omissions committed or alleged to have been committed, which arise out of rendering or failure to render the Services required under this Agreement. The policy shall provide limits of not less than \$1 million per claim or per occurrence and \$1 million annual aggregate. If the policy is written on a "claims made" form, Contractor shall continue the coverage, either through policy renewals or the purchase of an extended discovery period, if such extended discovery period is available, for not less than one (1) year from the date of the completion of the Services. The retroactive date or "prior acts date" of any such "claims made" policy must be no later than the date that Services commence.

**[Note: If the Agreement includes services where the Contractor may have access to the Court's money add the following.]**

- E. **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 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.

**4.0 Indemnity.** Contractor will defend (with counsel satisfactory to the Court or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

**5.0 Option Term.** Unless section 2 of the Coversheet indicates that an Option Term is not applicable, the Court may, at its sole option, extend this Agreement for a single one-year term, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Court must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.

**6.0 Tax Delinquency.** Contractor must provide notice to the Court immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Court may terminate this Agreement immediately "for cause" pursuant to section 7.2 below if

(i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

## 7.0 Termination

**7.1 Termination for Convenience.** The Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Court, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.

**7.2 Termination for Cause.** The Court may terminate this Agreement, in whole or in part, immediately “for cause” if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as to Contractor’s bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

**7.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.

**7.4 Termination for Changes in Budget or Law.** The Court’s payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Court may terminate this Agreement or limit Contractor’s Services (and reduce proportionately Contractor’s fees) upon Notice to Contractor without prejudice to any right or remedy of the Court if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Court determines that Contractor’s performance under this Agreement has become infeasible due to changes in applicable laws.

## 7.5 Rights and Remedies of the Court.

**A. *Nonexclusive Remedies.*** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Court immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Court may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the Court’s right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

**B. *Replacement.*** If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue any Services not terminated hereunder.

**C. *Delivery of Materials.*** In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Court with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Court-provided materials in its possession, custody, or control. In the event of any termination of this Agreement,

the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Court's termination is not for cause, the Court shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Court's termination Notice.

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

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

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

<b>If to Contractor:</b>	<b>If to the Court:</b>
[name, title, address]	[name, title, address]
<u>With a copy to:</u>	<u>With a copy to:</u>

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

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

**10.1 Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

**10.2 Domestic Partners, Spouses, and Gender Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

**10.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling

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

- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).
- 10.6 Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.
- 10.7 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 10.8 Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the Court.
- 10.9 Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the Court by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Court may invalidate this Agreement under the termination for convenience or cancellation clause

(providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.

- 10.10 DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the Court: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
- 10.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.
- 10.12 Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Court; (ii) adhere to litigation plans designated by the Court, if applicable; (iii) adhere to case phasing of activities designated by the Court, if applicable; (iv) submit and adhere to legal budgets as designated by the Court; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Court; and (vi) submit to legal bill audits and law firm audits if so requested by the Court, whether conducted by employees or designees of the Court or by any legal cost-control provider retained by the Court for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Court. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

- 10.13 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- 10.14 Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The Court may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the Court, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Court at no expense to the Court. If a theft occurs, Contractor must file a police report immediately.
- 10.15 Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the Court. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.
- 10.16 Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
- 10.17 Small Business Preference Commitment.** *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Court the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent (75%) of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

#### **11.0 Miscellaneous Provisions.**

- 11.1 Independent Contractor.** Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor, the Court may terminate this Agreement immediately upon Notice.
- 11.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 11.3 Audit.** Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the

delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the Court ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Court.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Court. A waiver of enforcement of any of this Agreement's terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and

acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.

**11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

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

**11.14 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

**11.15 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.

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

## **12.1 LABOR AND MATERIALS**

**12.1.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by the contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

**12.1.2 Hours of Labor.** Workers are limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week except that pursuant to Labor Code Section 1815, any work performed in excess of 8 hours per day and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1- 1/2 times the basic rate of pay. The Contractor shall pay the Judicial Council One Hundred Dollars (\$100) as a penalty for each worker for each calendar day worked in violation of the above limitations and restrictions.

### **12.1.3 Prevailing Wage**

**12.1.3.1** The Contractor shall comply with the provisions of the Labor Code including sections 1770 to 1780, inclusive and specifically Section 1775. In accordance with Section 1775, the Contractor\_ shall forfeit to the Judicial Council the statutory amount, (currently not to exceed two hundred dollars (\$200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as determined by the Judicial Council, for the work or craft in which that worker is employed for any work done under Contract by Contractor\_ or by any Subcontractor.

**12.1.3.1.1** The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of Contractor or Subcontractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.

**12.1.3.1.2** The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if Contractor\_ or Subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

**12.1.3.1.3** The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Contractor\_ or Subcontractor willfully violated Labor Code section 1775.

**12.1.3.1.4** The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor\_ or Subcontractor.

**12.1.3.2** Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. Contractor\_ shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor\_ or any Subcontractor and such workers. The general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the Judicial Council's principal office and at the Project Site and copies will be made available to any interested party on request. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov/OPRL/dprevagedetermination.htm> ).

**12.1.3.3** Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation whatsoever will be allowed by the Judicial Council due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing its Proposal.

**12.1.3.4** If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as listed inside the booklet or access on the Internet. The rates thus determined shall be applicable as minimum from the time of initial employment.

**12.1.3.5** The Contractor and each Subcontractor shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or Subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the Judicial Council, the Contractor's and Subcontractor's certified payroll records shall be furnished within ten (10) days. The Contractor's and Subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor.

#### **12.1.4 Registration**

**12.1.4.1** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

**12.1.4.2** Contractor shall, and shall ensure that all "subcontractors" (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. Contractor represents to the Judicial Council that all "subcontractors" (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies.

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for

public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

**12.1.5 Travel and Subsistence Payments.** Contractor shall pay travel and subsistence payments to persons required to execute the Work as travel and subsistence payments are defined in applicable collective bargaining agreements filed with the Department of Industrial Relations, pursuant to Labor Code, Sections 1773.1 and 1773.9.

**12.1.6 Apprentices.** Contractor acknowledges and agrees that, if this Contract involves a dollar amount or a number of working days greater than those specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance Labor Code section 1777.5 for all apprenticeship occupations.

**12.1.6.1** Contractor shall only employ properly registered apprentices in the execution of the Work. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered.

**12.1.6.2 Skilled Labor Force Availability – 5-Year Requirement.** All contractors and subcontractors with a contract value on the Project of two hundred and fifty thousand dollars (\$250,000) or more, must employ workers in an apprenticeable craft and have agreements with registered apprenticeship programs, approved by the California Apprenticeship Council, that have graduated apprentices in that craft in each of the immediately preceding five (5) years. This graduation requirement does not apply to programs providing apprenticeship training for any craft that has not been deemed by the Department of Industrial Relations to be an apprenticeable craft for the five years prior.

## APPENDIX D – DEFINED TERMS

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

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

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

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

**“Consulting Services”** refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

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

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

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

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

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

**“Goods”** is defined in Appendix A.

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

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

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

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

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

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

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

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

**“Stop Work Order”** is defined in Appendix B.

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

### **CALIFORNIA LABOR CODE SECTION 1771.1**

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

RFP Title: Painting Services  
RFP Number: 2015-IN01

## ACCEPTANCE OF TERMS AND CONDITIONS OF SAMPLE AGREEMENT

BIDDER NAME: \_\_\_\_\_

---

SOLICITATION NUMBER: **RFP 2015-IN01**

Please mark the appropriate choice:

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

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

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

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE\* \_\_\_\_\_ DATE: \_\_\_\_\_

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

**BIDDER CERTIFICATIONS**

BIDDER NAME: \_\_\_\_\_

SOLICITATION NUMBER: **RFP 2015-IN01**

Bidder certifies that:

- 1. Conflict of Interest** – Bidder has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.
- 2. Registered to Do Business in California and in Good Standing** – Bidder is in good standing and qualified to do business in California.
- 3. Suspension/Debarment/Tax Delinquent** – Neither Bidder nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency or entity. Neither Bidder nor any of its proposed subcontractors are tax delinquent with the State of California. Pursuant to Public Contract Code section 10295.4, the Court shall not enter into any contract for the acquisition of goods or services with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one of the 500 largest tax delinquents. Any contract entered into in violation of Public Contract Code section is void and unenforceable.
- 4. Conflict Minerals** – Bidder certifies either: (i) it is not a “scrutinized company” as defined in Public Contract Code section 10490(b), or (ii) the goods or services the Contractor will provide to the Court are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934.

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE\* DATE: \_\_\_\_\_

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

## **CONTRACTOR/SUBCONTRACTOR WORKER CLASSIFICATION** **(Required for PWC 100 FORM - Extract of Public Works Contract Award)**

Awarding agencies are required to complete and submit the PWC 100 form **within 5 days of award of project**. The completion and the submission of this form fulfills the required public works project award notification to both the Division of Apprenticeship Standards [Labor Code sec. 1773.3 (replacing former DAS-13 notification) and the Division of Labor Standards Enforcement Public Works Compliance Monitoring Unit [8 Cal. Code Reg. sec. 16451(a)].

### **IMMEDIATE ACTION REQUIRED!**

**Contractor is to complete this form and present it to the Court prior to contract or purchase order award. Revise & resubmit if changes occur with subcontractors during construction.**

**Prime Contractor (All fields must be completed)**

Project No.	Project Title		
Name of Prime Contractor		Prime Contractor's License Number	
Mailing Address (Street Number or P.O. Box)		City	State Zip Code
Prime Contractor's Telephone Number		Prime Contractor's Email Address	
Project Manager (Name)	Project Manager's email address	Project Manager's phone number	

<b>Prime Contractor's Worker Classifications (select classifications that apply)</b>			
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENGINEER	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVER	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERERD	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

**Prime contractor is to provide a listing of all sub-contractors who have a direct contractual relationship on the attached forms. The listed information shall include the following:**

- Contractor Name
- License Number
- Work to be Performed
- Address
- Phone Number
- Email Address
- Project Manager's Info

RFP Title: Painting Services

RFP Number: 2015-IN01

**\* Required Fields**

Name of Subcontractor *		Subcontractor's License Number *	Work to be Performed *
Mailing Address (Street) *		City *	State & Zip Code *
Subcontractor's Telephone Number *		Subcontractor's Email address *	
<b>Subcontractors Worker Classifications (select classifications that apply)</b>			
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENGINEER	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVER	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERERD	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

**\* Required Fields**

Name of Subcontractor *		Subcontractor's License Number *	Work to be Performed *
Mailing Address (Street) *		City *	State & Zip Code *
Subcontractor's Telephone Number *		Subcontractor's Email address *	
<b>Subcontractors Worker Classifications (select classifications that apply)</b>			
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENGINEER	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVER	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERERD	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

**\* Required Fields**

Name of Subcontractor *		Subcontractor's License Number *	Work to be Performed *
Mailing Address (Street) *		City *	State & Zip Code *
Subcontractor's Telephone Number *		Subcontractor's Email address *	
<b>Subcontractors Worker Classifications (select classifications that apply)</b>			
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENGINEER	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVER	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERERD	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

**\* Required Fields**

Name of Subcontractor *		Subcontractor's License Number *	Work to be Performed *
Mailing Address (Street) *		City *	State & Zip Code *
Subcontractor's Telephone Number *		Subcontractor's Email address *	
<b>Subcontractors Worker Classifications (select classifications that apply)</b>			
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENGINEER	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVER	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERERD	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

**Required Fields**

Name of Subcontractor *		Subcontractor's License Number *	Work to be Performed *
Mailing Address (Street) *		City *	State & Zip Code *
Subcontractor's Telephone Number *		Subcontractor's Email address *	
<b>Subcontractors Worker Classifications (select classifications that apply)</b>			
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENGINEER	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVER	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERERD	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

**\* Required Fields**

Name of Subcontractor *		Subcontractor's License Number *	Work to be Performed *
Mailing Address (Street) *		City *	State & Zip Code *
Subcontractor's Telephone Number *		Subcontractor's Email address *	
<b>Subcontractors Worker Classifications (select classifications that apply)</b>			
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENGINEER	<input type="checkbox"/> PAINTERS
<input type="checkbox"/> PILE DRIVER	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERERD	<input type="checkbox"/> ROOFERS
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER
<input type="checkbox"/> TILE WORKERS			

**Use additional pages if needed**

RFP Title: Painting Services  
 RFP Number: 2015-IN01

**DARFUR CONTRACTING ACT CERTIFICATION**

SOLICITATION NUMBER: **RFP 2015-IN01**

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

To submit a bid or proposal to the Court, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Paragraphs 1 or 2)</i>	

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

**CERTIFICATION FOR PARAGRAPH 3:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in Paragraph 3. This certification is made under the laws of the State of California.

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

PAGE 1 OF 1	BIDDER NAME:
	SOLICITATION NUMBER/JOB NAME:

## PUBLIC WORKS CONTRACT NOTICE AND PROOF OF REGISTRATION

**NOTICE:** This project may be considered a “public works” project, subject to the requirements set forth in California Labor Code Sections 1720 et. seq. Pursuant to Labor Code Section 1771.1(a), all bidders/contractors and their respective subcontractors must, without exception, be registered with the Department of Industrial Relations (“DIR”). **Please complete the section below as proof of registration on this form for Bidding Contractor and any subcontractors who may perform work or services pursuant to a resulting contract and attach it to the quote or proposal.** The Court cannot award contracts to unregistered contractors and will not consider any bids that do not have proof of registration attached. Please note that the project resulting from this bid is subject to compliance monitoring and enforcement by the DIR.

Bidder Legal Name: \_\_\_\_\_

(as listed on the DIR Registration Site)

DIR Registration No.:  Expires:

If the Bid is accepted and a Contract or Purchase Order is issued, the Bidder certifies that it will maintain its DIR Registration throughout the entire time services are rendered pursuant to the Contract or Purchase Order. Additionally, Bidder certifies that no subcontractors will be used for work or services pursuant to the Contract or Purchase order, unless they are disclosed to the court at the time of Bid submission and this form is submitted for each subcontractor.

<i>COMPANY NAME</i>	<i>FEDERAL TAX ID NUMBER</i>
<i>ADDRESS</i>	<i>TELEPHONE</i>
<i>BY (AUTHORIZED SIGNATURE)*</i>	
<i>PRINTED NAME AND TITLE OF PERSON SIGNING</i>	
<i>DATE EXECUTED</i>	<i>Executed</i> <i>in the County of</i> _____ <i>in the State of</i> _____

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

**QUALIFICATIONS & ORGANIZATION QUESTIONNAIRE**

PAGE 1 OF 3

BIDDER NAME:

SOLICITATION NUMBER: **RFP 2015-IN01**

In order for the Court to properly qualify your company and its bid for the referenced solicitation, please provide the following information:

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_ Calif. Business License #: \_\_\_\_\_

2. Check one:  Corporation  Partnership  Individual Sole Proprietorship

If your Company is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

Name: \_\_\_\_\_ State: \_\_\_\_\_ Corporation Charter # \_\_\_\_\_

3. If Corporation, state:

Date of incorporation: \_\_\_\_\_

State in which incorporated: \_\_\_\_\_

4. If an out-of-state Corporation, currently authorized to do business in California, give date of such authorization: \_\_\_\_\_

5. Name and Title of Principal Officers: \_\_\_\_\_ Date Elected: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- 5.1 Name of Authorized Official: \_\_\_\_\_ Date of Initial Qualification: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- 5.2 Name of Financially Responsible Officers (if any):

\_\_\_\_\_  
\_\_\_\_\_

6. If Partnership, state:

Date of Partnership: \_\_\_\_\_

Name and Address of Partners: \_\_\_\_\_

---

SOLICITATION NUMBER: RFP 2015-IN01

7. If Sole Proprietorship, state:

Name and Address of Owner: \_\_\_\_\_

8. List State, County or other Public Agencies with which your Company is qualified to perform work by some means of pre-qualification:

Agency	Trade	Expiration	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. Has your Company or any member been involved in any litigation, arbitration or administrative proceeding with the last ten (10) years as a result any contracts including, but not limited to liens, delays, defective performance or workmanship? If yes, provide the following information for each case. (Submit attachments as necessary.)

A. Style or caption of litigation or arbitration: \_\_\_\_\_

B. All parties to such proceedings: \_\_\_\_\_

C. Names, addresses, telephone numbers of Attorneys:  
\_\_\_\_\_

D. Date litigation started: \_\_\_\_\_

E. Provide explanation of each claim by and against each party. (Add attachments, as necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you or any principal of your Company ever declared bankruptcy?

YES

NO

If yes, provide dates and particulars:

Date	Reason
_____	_____
_____	_____
_____	_____

SOLICITATION NUMBER: **RFP 2015-IN01**

11. If your Company is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

<u>Name</u>	<u>County of Registration</u>	<u>Year became DBA</u>
_____	_____	_____
_____	_____	_____

12. Is your Company wholly or majority owned by, or a subsidiary of, another company? If yes, name the parent company:

\_\_\_\_\_

13. Please list any other names your Company has done business as within the last five (5) years:

<u>Name</u>	<u>Year of Name Change</u>
_____	_____
_____	_____

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Court's sole judgment, which shall be final.

On behalf of \_\_\_\_\_ (*Company Name*), I \_\_\_\_\_  
(*Print Name of Authorized Representative*), certify that the information contained in this Qualification & Organization Questionnaire is true and correct to the best of my information and belief.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE\*: \_\_\_\_\_ DATE: \_\_\_\_\_

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