REQUEST FOR PROPOSALS

Superior Court of California, County of Kings

Janitorial Services

RFP No. FAC1023-2015

Proposals Due: **November 24, 2015 no later than 2:00 p.m. Pacific Time**

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RFP

1.0 RFP KEY EVENTS AND DATES

EVENT	DATE
RFP issued	October 23, 2015
Mandatory Pre-proposal Conference-Walk Through	November 3, 2015, 3:30 p.m.
Deadline for questions	November 9, 2015, 2:00 p.m.
Questions and answers posted. Questions and answers to be posted at http://www.kings.courts.ca.gov/Fiscal%20Services/Fiscal_Services.asp	November 13, 2015
Latest date and time proposal may be submitted	November 24, 2015, 2:00 p.m.
Notice of Intent to Award (*estimate only*); Notice of Intent to Award to be posted at http://www.kings.courts.ca.gov/Fiscal%20Services/Fiscal_Services.asp	December 9, 2015
Negotiations and execution of contract (*estimate only*)	December 24, 2015

2.0 DESCRIPTION OF SERVICES

The Superior Court of California, County of Kings ("Court") seeks the services of a professional, experienced and qualified janitorial services company ("Contractor") to provide janitorial services ("Services") to the Court as specified herein.

2.1 Contractor shall provide the Services at the following Court facility:

1. Building #1, located at 1640 Kings County Drive, Hanford, CA 93230; 35,900 square feet.

2.2 The Court reserves the right to add, delete or revise any of the Services and any associated cost adjustments will be negotiated and then documented in an Amendment to any Agreement that results from this RFP.

2.3 Contractor general responsibilities:

1. Contractor shall provide all supervision, labor, transportation, equipment, materials, tools and cleaning supplies to perform the Services.

2. Contractor shall designate a supervisor who shall be responsible for the direct supervision of staff assigned to perform the Services. This supervisor shall be available at all reasonable times to meet or communicate with the court's Project Manager ("Project Manager") or his or her designee regarding any issues including, but not limited to, contract administration, staffing and scheduling.

3. Contractor shall provide sufficient labor and supervision at all times to perform the Services satisfactorily and shall ensure that only competent workers who are skilled in performing the Services are employed. If the Court determines that any Contractor employee is incompetent or unsuitable in any way, the Court reserves the right to direct the Contractor to replace the employee immediately and to make sure that all keys, badges and any other items that belong

to the Court are returned to the Project Manager or his or her designee by the close of the next business day. This provision in no way requires the Contractor to terminate the employment of any employee replaced pursuant to this paragraph. Nor, by the terms of this section, does the Court endorse or approve (expressed or implied) any termination by Contractor of any employee replaced pursuant to this paragraph.

4. Prior to performing any of the Services, any Contractor employee that will be performing the Services shall be required to pass a drug test administered at a certified medical lab or facility. The Contractor shall be responsible for all costs to perform this drug test. The Contractor's employees will be required to sign a release form to provide a copy of the test results to the Contractor and the Court. In addition, any Contractor employee that will be performing the Services shall be required to pass a Live Scan fingerprint check which shall be administered and paid for by the Court. Contractor employees that the Court determines have not passed the drug test or Live Scan fingerprint check will not be permitted to perform the Services.

5. Contractor's supervisors and employees that perform the Services shall be able to read, write, speak and understand the English language to the extent required to perform the Services and communicate with Court staff regarding the Services.

6. No unauthorized visitors or workers will be allowed at any Court facility. The Court must approve all individuals visiting or working at any Court facility.

7. Contractor's employees are prohibited from using, tampering with or removing from Court premises any Court equipment, furniture, fixtures or consumable supplies, including, but not limited to, computers, networks, photo copiers, fax machines, telephones, printers, consumable supplies, office supplies, food and beverages. Contractor may only remove items in wastebaskets, recycling bins or any other item cleared marked for removal as "trash".

8. Contractor's employees are prohibited from distributing, reading, inspecting or duplicating any files or documents on any desks, work areas, trash or recycling bins and are also prohibited from opening any drawers, cabinets or any type of box or container.

9. Contractor shall be responsible for damaged or lost Court property during the performance of the Services and Contractor shall reimburse the Court for the cost of any damaged or lost property. Any damage or loss of Court property by Contractor's employees must be reported the next business day and in writing to the Project Manager or his or her designee.

10. Contractor is responsible for maintaining satisfactory standards for its employees in regards to their professional conduct, integrity and personal appearance.

11. Contractor shall ensure that Contractor's employees keep voices and any music listening devices at a low decibel level so as not to disturb Court staff.

12. Contractor shall perform the Services in a manner that will cause a minimum level of inconvenience to Court staff and the general public. The Court's business must be maintained without interruption during the performance of the Services and no unnecessary interference will be permitted.

13. Equipment, materials, tools and cleaning supplies used by the Contractor and the methods employed to provide the Services will be such that a satisfactory quality of work will be maintained.

14. In cases where particular types of equipment have been banned or in cases where the Project Manager or his or her designee has condemned for use any piece of equipment, the Contractor shall remove such equipment from the Court work site. Failure to do so within a reasonable time may constitute a breach of contract.

15. Contractor's staff shall carefully handle all chemicals in a way that minimizes Court staff's and the general public's exposure to these chemicals. A list of all chemicals used in the performance of the Services and their respective Material Safety Data Sheets (MSDS) shall be submitted and pre-approved by the Project Manager or his or her designee.

16. All unused products and empty containers shall be properly disposed of by the Contractor as required by Federal, State and Local laws and regulations.

17. Under no circumstances will cleaning equipment, materials, tools and cleaning supplies be left out and unattended during normal business hours.

18. The Contractor shall obtain prior approval from the Project Manager or his or her designee for any space or area required for the storage of the Contractor's equipment, materials, tools and cleaning supplies. Contractor's equipment, materials, tools and cleaning supplies shall not be piled or stored at any location to hinder normal business operations or to constitute a hazard to persons or property. The Court shall not be held liable for any loss or damages of Contractor's equipment, materials, tools and cleaning supplies.

19. Any liquid materials stored at a Court facility shall be stored on shelves not higher than three (3) feet above the floor and shall not be left open.

20. All materials stored in secondary containers shall be properly labeled as to their contents.

21. Contractor and Contractor's staff must not disclose any personal, private, confidential or proprietary information they may have encountered or discovered while performing the Services. This includes, but is not limited to, any such items placed in any wastebasket or recycling bin.

22. Contractor shall notify the Project Manager or his or her designee no later than the next business day of any issues or concerns noted during the performance of the Services including, but not limited to, doors left unlocked, lights not working or left on, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or existing damage to the building or its contents.

23. Contractor shall perform the Services according to the work schedule established by the Court and this work schedule shall be coordinated with the Project Manager or his or her designee. The Court reserves the right to revise the work schedule with advance notification provided to Contractor. The hours of work under any resulting contract shall be in accordance with, and subject to, the provisions of the State of California Labor Code. In addition, Contractor may be asked to perform additional janitorial services on an as-needed basis at any time of the day and on any day of the week which are not included herein which shall be performed on a time and materials basis.

24. Unless otherwise requested by the Court, Contractor shall provide the Services Monday through Friday between 5:00 p.m. and 11:00 p.m. at Court facility regardless of the Contractor's holiday schedule, except on the following court holidays:

    - January 1, New Year's Day
    - The third Monday in January, Martin Luther King Day
    - February 12, Lincoln's Birthday
    - The third Monday in February, Presidents' Day
    - March 31, Cesar Chavez Day
    - The last Monday in May, Memorial Day
    - July 4, Independence Day
    - The first Monday in September, Labor Day
    - The second Monday in October, Columbus Day
    - November 11, Veterans Day
    - The fourth Thursday in November, Thanksgiving Day
    - The day after Thanksgiving Day
    - December 25, Christmas Day

25. The Contractor's administrative customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The Contractor must respond to all messages within a time period of eight (8) business hours (business hours are 8:00am to 5:00pm, Monday through Friday).

2.4 Contractor shall provide the following services at Building #1, located at 1640 Kings County Drive, Hanford, CA 93230:

1st Floor Offices – Entrance Screening Lobby, Main Lobby, Security Screening Office, Jury Assembly Suite, Training Room, Family Court Services Suite, Self Help/Family Law Facilitator Suite, Mail Processing, Security/Receiving Entrance, Pride Office, IT Suite, Shared Copy Rooms-Civil & Criminal, Civil/Probate/Family Law Suite, Attorney Mailbox Room, Public File Viewing Room-Civil & Criminal, Criminal/Traffic/Juvenile/Appeals Suite, Executive/Administration Suite, Human Resources Suite

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Dust mop Terrazzo floors	X					
Wipe down tables, chairs and public counters.		X				
Wet/damp mop Terrazzo floors using a Neutral germicidal solution. Rinse all floors with clear water.			X			
Dust low areas and clean cob-webs.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

1st Floor Break Rooms – Executive/Administration, Executive Conference, Employee-Both Interior and Exterior, Jury Assembly Suite

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Damp wipe and disinfect waste containers.	X					
Clean and sanitize sink and counters with a germicidal solution.	X					
Replenish all break room supplies including: hand soap and paper towels.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Exterior patio swept and mopped using a germicidal solution. Rinse surface with clear water.	X					
Wet/damp mop interior floors using a germicidal solution. Rinse all floors with clear water.	X					
Wipe down tables and chairs.		X				
Dust low areas and clean cob-webs, including vending machines.			X			
Dust HVAC ventilation grills					X	

1st Floor – Public Corridors, Public Elevators and Public Stairwells

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Dust mop Terrazzo floors and stairwells	X					
Wipe down tables, public counters, chairs and railing.		X				
Wet/damp mop Terrazzo floors and stairwells using a neutral germicidal solution. Rinse all floors with clear water.			X			
Dust low areas and clean cob-webs.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

1st Floor – Secure Employee Corridors, Employee Elevators, Employee Stairwells

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Dust mop Terrazzo floors and stairwells	X					
Wipe down glass doors, jambs and railing.		X				
Wet/damp mop Terrazzo floors and stairwells using a Neutral germicidal solution. Rinse all floors with clear water.			X			
Dust low areas and clean cob-webs.			X			
Polish all metal brightwork.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

1st Floor Restrooms – Public and Secure Employee Restrooms

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste receptacles, including containers in individual restrooms stalls.	X					
Replace all waste can liners as needed.	X					
Dispose of waste in designated dumpsters.	X					
Damp wipe and disinfect waste containers as needed.	X					
Clean and sanitize toilet seats, urinals, sinks, cabinets, ADA fixtures, dispensers and mirrors with a germicidal solution.	X					
Replenish all restroom supplies including: toilet paper, hand soap, seat covers and paper towels.	X					
Wet/damp mop floors using a germicidal solution. Rinse all floors with clear water.	X					
All partitions, walls and doors shall be cleaned and sanitized.		X				
Dust low areas and clean cob-webs.			X			
Spot clean tiled base.					X	
Dust HVAC ventilation grills					X	

2nd Floor – Public Corridors, Public Elevators, Public Stairwells and Six Conference Rooms

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Dust mop Terrazzo floors and stairwells	X					
Wipe down tables, public counters, chairs and railing.		X				
Wet/damp mop Terrazzo floors and stairwells using a Neutral germicidal solution. Rinse all floors with clear water.			X			
Dust low areas and clean cob-webs.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

2nd Floor – Secure Employee Corridors, Employee Elevators, Employee Stairwells and Employee Exterior Patios

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Dust mop Terrazzo floors and stairwells	X					
Exterior patio area swept and mopped using a germicidal solution. Rinse surface with clear water.		X				
Wipe down glass doors, jambs and railing.		X				
Wet/damp mop Terrazzo floors and stairwells using a Neutral germicidal solution. Rinse all floors with clear water.			X			
Dust low areas and clean cob-webs.			X			
Polish all metal brightwork.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

2nd Floor Court Offices – Courtroom Clerk Offices, Bailiff's Suite, Interpreters Suite, Courtroom Services Suite, and Copy/Supply Room

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Wet/damp mop floors using a germicidal solution. Rinse all floors with clear water.	X					
Vacuum all carpeted floors under and around all furniture moving chairs or tables.	X					
Wipe down tables, chairs and desks.		X				
Dust low areas and clean cob-webs.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

2nd Floor Break Rooms - Bailiff's Suite and Courtroom Clerk Kitchenettes

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Damp wipe and disinfect waste containers.	X					
Clean and sanitize sink and counters with a germicidal solution.	X					
Replenish all break room supplies including: hand soap and paper towels.	X					
Wet/damp mop floors using a germicidal solution. Rinse all floors with clear water.	X					
Wipe down tables and chairs.		X				
Dust low areas and clean cob-webs.			X			
Dust HVAC ventilation grills					X	

2nd Floor Judicial Chambers, Departments 1, 2, 3, and 4

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Wipe down desk, tables and chairs.		X				
Dust low areas and clean cob-webs.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

2nd Floor Judicial Restrooms, Departments 1, 2, 3, and 4

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste in designated dumpsters.	X					
Damp wipe and disinfect waste containers as needed.	X					
Clean and sanitize toilet seats, sinks, cabinets, ADA fixtures, dispensers and mirrors with a germicidal solution.	X					
Replenish all restroom supplies including: toilet paper, hand soap, seat covers and paper towels.	X					
Wet/damp mop floors using a germicidal solution. Rinse all floors with clear water.	X					
Dust low areas and clean cob-webs.			X			
Spot clean tiled base.					X	
Dust HVAC ventilation grills					X	

2nd Floor Courtrooms – Departments 1, 2, 3, and 4

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture including judge's bench and clerk's station, moving chairs and tables.	X					
Pick up and dispose of paper scraps and trash left on the floor, counsel tables and chairs, jury and audience chairs.	X					
Wipe down judge's bench, clerk, bailiff and transport stations and all tables, chairs and railing.		X				
Dust low areas and clean cob-webs.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

2nd Floor Jury Deliberation Room for Department 2

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Damp wipe and disinfect waste containers.	X					
Clean and sanitize toilet seats, ADA fixtures, dispensers, mirrors and all sinks and counters with a germicidal solution.	X					
Replenish all kitchenette and restroom supplies including: toilet paper, hand soap, seat covers and paper towels.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Wet/Damp mop restroom floors using a germicidal solution. Rinse all floors with clear water.	X					
Pick up and dispose of paper scraps and trash left on the floor, tables and chairs.	X					
Wipe down table and chairs.		X				
Dust low areas and clean cob-webs.			X			
Spot clean restroom tiled base.					X	
Spot clean carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

2nd Floor Restrooms – Public and Secure Employee Restrooms

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste receptacles, including containers in individual restrooms stalls.	X					
Replace all waste can liners as needed.	X					
Dispose of waste in designated dumpsters.	X					
Damp wipe and disinfect waste containers as needed.	X					
Clean and sanitize toilet seats, urinals, sinks, cabinets, ADA fixtures, dispensers and mirrors with a germicidal solution.	X					
Replenish all restroom supplies including: toilet paper, hand soap, seat covers and paper towels.	X					
Wet/damp mop floors using a germicidal solution. Rinse all floors with clear water.	X					
All partitions, walls and doors shall be cleaned and sanitized.		X				
Dust low areas and clean cob-webs.			X			
Spot clean tiled base.					X	
Dust HVAC ventilation grills					X	

2.5 Contractor shall maintain the following supply levels at all facilities:

Dual Roll Toilet Paper Dispenser	• Lead roll always full. • Replace backup roll that has less than 25%. • Leave partial roll on dispenser.
Single Roll Toilet Paper Dispenser	• Replace any partial roll that has less than 50%. • Leave partial roll on dispenser.
Toilet Seat Covers	Always have a minimum of one box behind the open box.
Paper Towels	Refill weekly or when 25% or less.
Hand Soap	Refill weekly or when 25% or less.

2.6 Court responsibilities:

1. Court will provide Contractor with a means of access to all areas of the buildings in which Contractor is required to provide the Services.

2. The Court will designate a Project Manager as the primary Court contact who will be responsible for monitoring Contractor performance and meeting with Contractor and/or Contractor's staff as necessary to discuss the Services and/or contractual issues.

3. Court will provide the following supplies to Contractor: paper towels, toilet paper, seat liners, trash and recycling receptacles and liners, hand soap and feminine products.

4. The Court will supply the Contractor light, power and hot and cold water as may be required for the performance of the Services.

2.7 Acceptance Criteria

The Services performed must meet the following acceptance criteria or the Court may reject the applicable Services:

1. Timeliness: All Services were completed on time.

2. Completeness: All Services were performed in their entirety.

3. Technical accuracy: All Services were performed accurately as measured against commonly accepted industry standards.

The Court may use the Acceptance and Signoff Form (see Attachment 2, Standard Agreement and Standard Terms and Conditions) to notify Contractor of the acceptance or rejection of the Services. Contractor will not be paid for any rejected Services.

3.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the "Proposer") must sign a Court Standard Form agreement containing these terms and conditions (the "Terms and Conditions").
Attachment 3: Proposer's Acceptance of Standard Terms and Conditions	On this form, the Proposer must indicate acceptance of the Standard Terms and Conditions or identify exceptions to the Terms and Conditions and submit the completed form with its proposal.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Proposer Declaration	***If applicable***, the Proposer must complete the Proposer Declaration and submit the completed certification with its proposal.
Attachment 7: DVBE Declaration	***If applicable***, the Proposer must complete the DVBE Declaration and submit the completed certification with its proposal.

4.0 PAYMENT INFORMATION

4.1 Invoicing and Payment

1. Invoicing: Contractor shall submit invoices and any supporting documentation in the form the Court may specify, from time to time, to Court in arrears monthly. Upon monthly completion of the Services, Contractor shall submit a single consolidated invoice inclusive of all locations serviced. Upon receipt of invoice and acceptance of the performed Services, Court will approve the invoice for payment or provide Contractor with specific reasons why any payment is being withheld, and those remedial actions required for Contractor to receive the withheld amount.

2. Payment: Payment shall be made within thirty (30) days following Court receipt and approval of itemized invoices detailing the Services rendered. Payment by Court does not imply acceptance of any invoice and Contractor shall immediately refund any payment made in error. Court may offset any payment made in error against any other amount payable to Contractor. No expenses relating to the provision of Services by Contractor shall be reimbursed by the Court. The Court will not make any advance payment for Services.

3. Availability of Funds: The Court's obligations under any Agreement resulting from this RFP are subject to the availability of funds authorized for the Services. Expected or actual funding may be withdrawn, reduced or limited prior to the expiration or other termination of the Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in the Agreement.

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

4. Taxes: Unless otherwise required by law, the Court is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages.

5.0 MANDATORY PRE-PROPOSAL CONFERENCE

The Court will hold a mandatory pre-proposal conference on the date specified in the RFP Events and Dates section above. The pre-proposal conference will be held at:

Superior Court of California, County of Kings
Executive Conference Room
1426 South Drive
Hanford, CA 93230

Attendance at the pre-proposal conference is **MANDATORY**. Each Proposer must check in at the pre-proposal conference, as the attendance list will be used to ascertain compliance with this requirement. The Court will reject the proposal from any vendor who did not attend the pre-proposal conference and any subsequent addenda will only be furnished to vendors who attend the pre-proposal conference.

For assistance in finding the conference location, contact Monika Newman, mnewman@kings.courts.ca.gov or 559-582-1010, Ext 5004.

6.0 SUBMISSIONS OF PROPOSALS

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

6.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.

1. The Proposer must submit **one (1) original and four (4) copies** of the **Technical Proposal**. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the cost proposal. The Proposer must write "Technical Proposal", the company name and address and RFP title and RFP number on the outside of the sealed envelope.

2. The Proposer must submit **one (1) original and four (4) copies** of the **Cost Proposal**. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the technical proposal. The Proposer must write "Cost Proposal", the company name and address and RFP title and RFP number on the outside of the sealed envelope.

6.3 Proposals must be delivered by the date and time listed in the **RFP Key Events and Dates** section of this RFP to:

Monika Newman
Superior Court of California, County of Kings
1426 South Drive
Hanford, CA 93230

6.4 Late proposals will not be accepted.

6.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (for example, FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

7.0 PROPOSAL CONTENTS

7.1 Technical Proposal. The following information must be included in the technical proposal and **in the following order**. A proposal lacking any of the following information may be deemed non-responsive.

1. The Proposer's business name, address, telephone and fax numbers and federal tax identification number.

2. Name, title, address, telephone number and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.

3. Overview of the Proposer's company to include the following information:

   i. A short description of your company including number of employees and a description of your company's experience as it pertains to providing services similar in size, complexity and scope required under this RFP and in the manner required pursuant to this RFP.

   ii. Number of years your company has provided services similar in size and scope to those requested in this RFP.

   iii. Annual contract value of each of your company's three (3) largest contracts for the past three (3) years for services similar in size and scope to those requested in this RFP

   iv. For each key management member: a resume describing the individual's background and experience, classification or title, as well as the individual's ability and experience in conducting the proposed activities.

4. A general description of the techniques, approaches and methods to be used in performing the Services ("Work Plan") and provide Quality Control procedures demonstrating how Proposer shall maintain the level and quality of the work required by this RFP. Quality Control procedures shall also include Proposer's customer service process, including, but not limited to:

   i. Customer service organizational structure.

   ii. Contact process (phone, email, fax, etc.).

   iii. Follow up process.

   iv. Internal procedures to track customer service contact and resolution.

   v. Escalation process to resolve outstanding customer service issues.

5. Provide the names, addresses, and telephone numbers for a minimum of three (3) customers for whom your company has provided a similar level of service within the last twelve (12) months. Include a brief description of the scope of services provided to the customer and the duration of the contract.

6. An audited profit and loss statement and balance sheet for your company for the last three (3) fiscal years. If your company is privately owned, this information will be kept confidential by the Court.

7. Completed copy of the **Acceptance of the Terms and Conditions (Attachment 3)**.

   i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.

   ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.

8. Completed copy of the **General Certifications Form (Attachment 4)**.

9. Completed copy of the **Darfur Contracting Act Certification (Attachment 5)**.

10. ***If applicable***: Completed copy of the **Proposer Declaration (Attachment 6)**.

11. ***If applicable***: Completed copy of the **DVBE Declaration (Attachment 7)**.

12. Copy of Proposer's certificate of insurance.

13. If Proposer is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that Proposer is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer conducts or will conduct (if awarded the contract) intrastate business in California, proof that Proposer is qualified to do business and in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, proof that Proposer is in good standing in its home jurisdiction.

7.2 Cost Proposal. The following information must be included in the cost proposal and **in the following order**. A proposal lacking any of the following information may be deemed non-responsive.

1. A brief but comprehensive statement describing the estimating procedures used in preparing your cost proposal.

2. Completed copy of the **Cost Proposal Sheet** on the following page.

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

RFP Title: **Janitorial Services**
RFP Number: **FAC1023-2015**

COST PROPOSAL SHEET

Enter your pricing to perform the Services.

BUILDING	ADDRESSES	APPROXIMATE SQUARE FOOTAGE	MONTHLY CHARGE
Building #1	1640 Kings County Drive, Hanford, CA 93230	35,900	$

Description	HOURLY RATE
Additional janitorial services not included in RFP section 2.0 which shall be performed on an as-needed basis at any time of the day and on any day of the week which shall be performed on a time and materials basis.	$

8.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) 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.

9.0 EVALUATION OF PROPOSALS

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

The Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post an "Intent to Award" notice at http://www.kings.courts.ca.gov/Fiscal%20Services/Fiscal_Services.asp.

CRITERION	MAXIMUM NUMBER OF POINTS
Cost Proposal	**30**
Experience providing services similar in size and scope to those requested in this RFP and financial stability.	**25**
Work Plan and Quality Control Procedures	**15**
Reference Check	**15**
Responsiveness to Court's RFP (Format, followed instructions etc.)	**7**
Acceptance of the Terms and Conditions	**5**
DVBE Incentive (if applicable)	**3**

10.0 INTERVIEWS

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court's right to

disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

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, a number of points will be added to the score assigned to Proposer's proposal. The number of points that will be added is specified in Section 10.0 above.

To receive the DVBE incentive, at least 3% of the contract 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").

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Proposer Declaration (Attachment 6). Proposer must submit with the Proposer Declaration all materials required in the Proposer Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (Attachment 7) 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.

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.

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.

If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract 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.

FRAUDULENT MISREPREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

13.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see *www.courts.ca.gov/documents/jbcl-manual.pdf*). Failure of a 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 **2pm, on November 16, 2015**. Protests must be sent to:

Superior Court of California, County of Kings
Attention: Jeffrey E. Lewis
1426 South Drive
Hanford, CA 93230

ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING RFPS (NON-IT SERVICES)

1. COMMUNICATIONS WITH THE JUDICIAL BRANCH ENTITY ("COURT") REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to RFP@kings.courts.ca.gov, (the "Solicitations Mailbox"). Proposers must include the RFP Number in subject line of any communication sent to the Solicitations Mailbox.

Except as specifically addressed elsewhere the RFP, Proposers must not contact any Court employee or anyone else within the State of California judicial branch about this RFP; **failure to follow this requirement may result in your proposal being rejected.**

2. QUESTIONS REGARDING THE RFP

Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox 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 the Proposer is requesting a change, the request must set forth the recommended change and the 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 posted at http://www.kings.courts.ca.gov/Fiscal%20Services/Fiscal_Services.asp at the date indicated in the RFP Key Events And Dates table in the RFP section.

3. ERRORS IN THE RFP

A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the Court via email to the Solicitations Mailbox 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 the Proposer, or an error that reasonably should have been known to the Proposer, before the proposal due date and time listed in the timeline of the RFP, the Proposer shall propose at its own risk. Furthermore, if the Proposer is awarded the agreement, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

A. The Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum which will be posted at http://www.kings.courts.ca.gov/Fiscal%20Services/Fiscal_Services.asp. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.

B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the Court no later than the proposal due date and time listed in the timeline of the RFP. Modifications 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 timeline of the RFP.

6. 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 the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

7. RIGHT TO REJECT PROPOSALS

A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.

B. The Court may or may not waive an immaterial deviation or defect in a 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 or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Proposer's proposal.

8. EVALUATION PROCESS

A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.

B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.

C. During the evaluation process, the Court may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

D. 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.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the Court and will be returned only at the Court's option and at the expense of the Proposer submitting the proposal.

10. PAYMENT

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 agreement between the Court and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

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

C. 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 a Proposer may delay execution of a contract.

D. Upon award of the agreement, the agreement shall be signed by the 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 agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement 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 agreement. If the successful Proposer refuses or fails to execute the agreement, the Court may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of:

Jeffrey E. Lewis
Superior Court of California, County of Kings
1426 South Drive
Hanford, CA 93230

14. ANTI-TRUST CLAIMS

A. In submitting a proposal to the Court, the Proposer offers and agrees that if the proposal is accepted, the 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, the 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 the Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the 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.)

15. 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:

Monika Newman
Superior Court of California, County of Kings
1426 South Drive
Hanford, CA 93230

ATTACHMENT 2
STANDARD AGREEMENT AND STANDARD TERMS AND CONDITIONS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS
STANDARD AGREEMENT rev 2-10-14

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 Kings**.
2. This Agreement is effective as of **January 11, 2016,** ("Effective Date") and expires on **January 11, 2017,** ("Expiration Date"). This Agreement includes one option to extend through **January 11, 2018**.
3. The maximum amount the Court may pay Contractor under this Agreement is $_____ (the "Contract Amount"). The maximum amount the Court may pay Contractor is (i) $_____ during the Initial Term, and (ii) $_____ during the Option Term.
4. The purpose or title of this Agreement is: Janitorial Services.
   The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.
5. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

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

APPENDIX A

Description of Services

1. Services.

1.1 Description of Services. Contractor shall perform the following services ("Services"):

1.1.1 Contractor shall provide the Services at the following Court facility:

1. Building #1 located at 1640 Kings County Drive, Hanford, CA 93230; 35,900 square feet.

1.1.2 Contractor general responsibilities:

1. Contractor shall provide all supervision, labor, transportation, equipment, materials, tools and supplies to perform the Services.

2. Contractor shall designate a supervisor who shall be responsible for the direct supervision of staff assigned to perform the Services. This supervisor shall be available at all reasonable times to meet or communicate with the court's Project Manager (Project Manager) or his or her designee regarding any issues including, but not limited to, contract administration, staffing and scheduling.

3. Contractor shall provide sufficient labor and supervision at all times to perform the Services satisfactorily and shall ensure that only competent workers who are skilled in performing the Services are employed. If the Court determines that any Contractor employee is incompetent or unsuitable in any way, the Court reserves the right to direct the Contractor to replace the employee immediately and to make sure that all keys, badges and any other items that belong to the Court are returned to the Project Manager or his or her designee by the close of the next business day. This provision in no way requires the Contractor to terminate the employment of any employee replaced pursuant to this paragraph. Nor, by the terms of this section, does the Court endorse or approve (expressed or implied) any termination by Contractor of any employee replaced pursuant to this paragraph.

4. Prior to performing any of the Services, any Contractor employee that will be performing the Services shall be required to pass a drug test administered at a certified medical lab or facility. The Contractor shall be responsible for all costs to perform this drug test. The Contractor's employees will be required to sign a release form to provide a copy of the test results to the Contractor and the Court. In addition, any Contractor employee that will be performing the Services shall be required to pass a Live Scan fingerprint check which shall be administered and paid for by the Court. Contractor employees that the Court determines have not passed the drug test or Live Scan fingerprint check will not be permitted to perform the Services.

5. Contractor's supervisors and employees that perform the Services shall be able to read, write, speak and understand the English language to the extent required to perform the Services and communicate with Court staff regarding the Services.

6. No unauthorized visitors or workers will be allowed at any Court facility. The Court must approve all individuals visiting or working at any Court facility.

7. Contractor's employees are prohibited from using, tampering with or removing from Court premises any Court equipment, furniture, fixtures or consumable supplies, including, but not limited to, computers, networks, photo copiers, fax machines, telephones, printers, consumable supplies, office supplies, food and beverages. Contractor may only remove items in wastebaskets, recycling bins or any other item cleared marked for removal as "trash".

8. Contractor's employees are prohibited from distributing, reading, inspecting or duplicating any files or documents on any desks, work areas, trash or recycling bins and are also prohibited from opening any drawers, cabinets or any type of box or container.

9. Contractor shall be responsible for damaged or lost Court property during the performance of the Services and Contractor shall reimburse the Court for the cost of any damaged or lost property. Any damage or loss of Court property by Contractor's employees must be reported the next business day and in writing to the Project Manager or his or her designee.

10. Contractor is responsible for maintaining satisfactory standards for its employees in regards to their professional conduct, integrity and personal appearance.

11. Contractor shall ensure that Contractor's employees keep voices and any music listening devices at a low decibel level so as not to disturb Court staff.

12. Contractor shall perform the Services in a manner that will cause a minimum level of inconvenience to Court staff and the general public. The Court's business must be maintained without interruption during the performance of the Services and no unnecessary interference will be permitted.

13. Equipment, materials, tools and supplies used by the Contractor and the methods employed to provide the Services will be such that a satisfactory quality of work will be maintained.

14. In cases where particular types of equipment have been banned or in cases where the Project Manager or his or her designee has condemned for use any piece of equipment, the Contractor shall remove such equipment from the Court work site. Failure to do so within a reasonable time may constitute a breach of contract.

15. Contractor's staff shall carefully handle all chemicals in a way that minimizes Court staff's and the general public's exposure to these chemicals. A list of all chemicals used in the performance of the Services and their respective Material Safety Data Sheets (MSDS) shall be submitted and pre-approved by the Project Manager or his or her designee.

16. All unused products and empty containers shall be properly disposed of by the Contractor as required by Federal, State and Local laws and regulations.

17. Under no circumstances will cleaning equipment, materials, tools and supplies be left out and unattended during normal business hours.

18. The Contractor shall obtain prior approval from the Project Manager or his or her designee for any space or area required for the storage of the Contractor's equipment, materials, tools and supplies. Contractor's equipment, materials, tools and supplies shall not be piled or stored at any location to hinder normal business operations or to constitute a hazard to persons or property. The Court shall not be held liable for any loss or damages of Contractor's equipment, materials, tools and supplies.

19. Any liquid materials stored at a Court facility shall be stored on shelves not higher than three (3) feet above the floor and shall not be left open.

20. All materials stored in secondary containers shall be properly labeled as to their contents.

21. Contractor and Contractor's staff must not disclose any personal, private, confidential or proprietary information they may have encountered or discovered while performing the Services. This includes, but is not limited to, any such items placed in any wastebasket or recycling bin.

22. Contractor shall notify the Project Manager or his or her designee no later than the next business day of any issues or concerns noted during the performance of the Services including, but not limited to, doors left unlocked, lights not working or left on, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or existing damage to the building or its contents.

23. Contractor shall perform the Services according to the work schedule established by the Court and this work schedule shall be coordinated with the Project Manager or his or her designee. The Court reserves the right to revise the work schedule with advance notification provided to Contractor. The hours of work under any resulting contract shall be in accordance with, and subject to, the provisions of the State of California Labor Code. In addition, Contractor may be asked to perform additional janitorial services on an as-needed basis at any time of the day and on any day of the week which are not included herein which shall be performed on a time and materials basis.

24. Unless otherwise requested by the Court, Contractor shall provide the Services Monday through Friday between 5:00 p.m. and 11:00 p.m. at all Court facilities regardless of the Contractor's holiday schedule, except on the following court holidays:

    - January 1, New Year's Day
    - The third Monday in January, Martin Luther King Day
    - February 12, Lincoln's Birthday
    - The third Monday in February, Presidents' Day
    - March 31, Cesar Chavez Day
    - The last Monday in May, Memorial Day
    - July 4, Independence Day
    - The first Monday in September, Labor Day
    - The second Monday in October, Columbus Day
    - November 11, Veterans Day
    - The fourth Thursday in November, Thanksgiving Day
    - The day after Thanksgiving Day
    - December 25, Christmas Day

25. The Contractor's administrative customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The Contractor must respond to all messages within a time period of eight (8) business hours (business hours are 8:00am to 5:00pm, Monday through Friday).

1.1.3 Contractor shall provide the following services at Building #1, located at 1640 Kings County Drive, Hanford, CA 93230:

1st Floor Offices – Entrance Screening Lobby, Main Lobby, Security Screening Office, Jury Assembly Suite, Training Room, Family Court Services Suite, Self Help/Family Law Facilitator Suite, Mail Processing, Security/Receiving Entrance, Pride Office, IT Suite, Shared Copy Rooms-Civil & Criminal, Civil/Probate/Family Law Suite, Attorney Mailbox Room, Public File Viewing Room-Civil & Criminal, Criminal/Traffic/Juvenile/Appeals Suite, Executive/Administration Suite, Human Resources Suite

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Dust mop Terrazzo floors	X					
Wipe down tables, chairs and public counters.		X				
Wet/damp mop Terrazzo floors using a Neutral germicidal solution. Rinse all floors with clear water.			X			
Dust low areas and clean cob-webs.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

1st Floor Break Rooms – Executive/Administration, Executive Conference, Employee-Both Interior and Exterior, Jury Assembly Suite

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Damp wipe and disinfect waste containers.	X					
Clean and sanitize sink and counters with a germicidal solution.	X					
Replenish all break room supplies including: hand soap and paper towels.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Exterior patio swept and mopped using a germicidal solution. Rinse surface with clear water.	X					
Wet/damp mop interior floors using a germicidal solution. Rinse all floors with clear water.	X					
Wipe down tables and chairs.		X				
Dust low areas and clean cob-webs, including vending machines.			X			
Dust HVAC ventilation grills					X	

1st Floor – Public Corridors, Public Elevators and Public Stairwells

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Dust mop Terrazzo floors and stairwells	X					
Wipe down tables, public counters, chairs and railing.		X				
Wet/damp mop Terrazzo floors and stairwells using a neutral germicidal solution. Rinse all floors with clear water.			X			
Dust low areas and clean cob-webs.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

1st Floor – Secure Employee Corridors, Employee Elevators, Employee Stairwells

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Dust mop Terrazzo floors and stairwells	X					
Wipe down glass doors, jambs and railing.		X				
Wet/damp mop Terrazzo floors and stairwells using a Neutral germicidal solution. Rinse all floors with clear water.			X			
Dust low areas and clean cob-webs.			X			
Polish all metal brightwork.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

1st Floor Restrooms – Public and Secure Employee Restrooms

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste receptacles, including containers in individual restrooms stalls.	X					
Replace all waste can liners as needed.	X					
Dispose of waste in designated dumpsters.	X					
Damp wipe and disinfect waste containers as needed.	X					
Clean and sanitize toilet seats, urinals, sinks, cabinets, ADA fixtures, dispensers and mirrors with a germicidal solution.	X					
Replenish all restroom supplies including: toilet paper, hand soap, seat covers and paper towels.	X					
Wet/damp mop floors using a germicidal solution. Rinse all floors with clear water.	X					
All partitions, walls and doors shall be cleaned and sanitized.		X				
Dust low areas and clean cob-webs.			X			
Spot clean tiled base.					X	
Dust HVAC ventilation grills					X	

2nd Floor – Public Corridors, Public Elevators, Public Stairwells and Six Conference Rooms

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Dust mop Terrazzo floors and stairwells	X					
Wipe down tables, public counters, chairs and railing.		X				
Wet/damp mop Terrazzo floors and stairwells using a Neutral germicidal solution. Rinse all floors with clear water.			X			
Dust low areas and clean cob-webs.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

2nd Floor – Secure Employee Corridors, Employee Elevators, Employee Stairwells and Employee Exterior Patios

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Dust mop Terrazzo floors and stairwells	X					
Exterior patio area swept and mopped using a germicidal solution. Rinse surface with clear water.		X				
Wipe down glass doors, jambs and railing.		X				
Wet/damp mop Terrazzo floors and stairwells using a Neutral germicidal solution. Rinse all floors with clear water.			X			
Dust low areas and clean cob-webs.			X			
Polish all metal brightwork.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

2nd Floor Court Offices – Courtroom Clerk Offices, Bailiff's Suite, Interpreters Suite, Courtroom Services Suite, and Copy/Supply Room

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Wet/damp mop floors using a germicidal solution. Rinse all floors with clear water.	X					
Vacuum all carpeted floors under and around all furniture moving chairs or tables.	X					
Wipe down tables, chairs and desks.		X				
Dust low areas and clean cob-webs.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

2nd Floor Break Rooms - Bailiff's Suite and Courtroom Clerk Kitchenettes

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Damp wipe and disinfect waste containers.	X					
Clean and sanitize sink and counters with a germicidal solution.	X					
Replenish all break room supplies including: hand soap and paper towels.	X					
Wet/damp mop floors using a germicidal solution. Rinse all floors with clear water.	X					
Wipe down tables and chairs.		X				
Dust low areas and clean cob-webs.			X			
Dust HVAC ventilation grills					X	

2nd Floor Judicial Chambers, Departments 1, 2, 3, and 4

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Wipe down desk, tables and chairs.		X				
Dust low areas and clean cob-webs.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

2nd Floor Judicial Restrooms, Departments 1, 2, 3, and 4

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste in designated dumpsters.	X					
Damp wipe and disinfect waste containers as needed.	X					
Clean and sanitize toilet seats, sinks, cabinets, ADA fixtures, dispensers and mirrors with a germicidal solution.	X					
Replenish all restroom supplies including: toilet paper, hand soap, seat covers and paper towels.	X					
Wet/damp mop floors using a germicidal solution. Rinse all floors with clear water.	X					
Dust low areas and clean cob-webs.			X			
Spot clean tiled base.					X	
Dust HVAC ventilation grills					X	

2nd Floor Courtrooms – Departments 1, 2, 3, and 4

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Vacuum all carpeted floors under and around all furniture including judge's bench and clerk's station, moving chairs and tables.	X					
Pick up and dispose of paper scraps and trash left on the floor, counsel tables and chairs, jury and audience chairs.	X					
Wipe down judge's bench, clerk, bailiff and transport stations and all tables, chairs and railing.		X				
Dust low areas and clean cob-webs.			X			
Spot clean all carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

2nd Floor Jury Deliberation Room for Department 2

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste and recycling receptacles.	X					
Replace all waste can liners as needed.	X					
Dispose of waste and recyclables in designated dumpsters.	X					
Damp wipe and disinfect waste containers.	X					
Clean and sanitize toilet seats, ADA fixtures, dispensers, mirrors and all sinks and counters with a germicidal solution.	X					
Replenish all kitchenette and restroom supplies including: toilet paper, hand soap, seat covers and paper towels.	X					
Vacuum all carpeted floors under and around all furniture moving chairs and tables.	X					
Wet/Damp mop restroom floors using a germicidal solution. Rinse all floors with clear water.	X					
Pick up and dispose of paper scraps and trash left on the floor, tables and chairs.	X					
Wipe down table and chairs.		X				
Dust low areas and clean cob-webs.			X			
Spot clean restroom tiled base.					X	
Spot clean carpeted floors as needed.					X	
Dust HVAC ventilation grills					X	

2nd Floor Restrooms – Public and Secure Employee Restrooms

Duty	**Daily** (Monday-Friday)	**2 times per Week** (Wednesday and Friday)	**Weekly** (Friday)	**Bi-Weekly** (Every other Friday)	**Monthly** (Last Friday of each month)	**Bi-Monthly**
Empty all waste receptacles, including containers in individual restrooms stalls.	X					
Replace all waste can liners as needed.	X					
Dispose of waste in designated dumpsters.	X					
Damp wipe and disinfect waste containers as needed.	X					
Clean and sanitize toilet seats, urinals, sinks, cabinets, ADA fixtures, dispensers and mirrors with a germicidal solution.	X					
Replenish all restroom supplies including: toilet paper, hand soap, seat covers and paper towels.	X					
Wet/damp mop floors using a germicidal solution. Rinse all floors with clear water.	X					
All partitions, walls and doors shall be cleaned and sanitized.		X				
Dust low areas and clean cob-webs.			X			
Spot clean tiled base.					X	
Dust HVAC ventilation grills					X	

1.1.4 Contractor shall maintain the following supply levels at all facilities:

Dual Roll Toilet Paper Dispenser	• Lead roll always full. • Replace backup roll that has less than 25%. • Leave partial roll on dispenser.
Single Roll Toilet Paper Dispenser	• Replace any partial roll that has less than 50%. • Leave partial roll on dispenser.
Toilet Seat Covers	Always have a minimum of one box behind the open box.
Paper Towels	Refill weekly or when 25% or less.
Hand Soap	Refill weekly or when 25% or less.

1.2 Court responsibilities. The Court shall be responsible for the following:

1. Court will provide Contractor with a means of access to all areas of the buildings in which Contractor is required to provide the Services.

2. The Court will designate a Project Manager as the primary Court contact who will be responsible for monitoring Contractor performance and meeting with Contractor and/or Contractor's staff as necessary to discuss the Services and/or contractual issues.

3. Court will provide the following supplies to Contractor: paper towels, toilet paper, seat liners, trash and recycling receptacles and liners, hand soap and feminine products.

4. The Court will supply the Contractor light, power and hot and cold water as may be required for the performance of the Services.

1.3 Acceptance Criteria. The Services must meet the following acceptance criteria or the Court may reject the applicable Services. The Court may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services. Contractor will not be paid for any rejected Services or Deliverables.

1. Timeliness: All Services were completed on time.
2. Completeness: All Services were performed in their entirety.
3. Technical accuracy: All Services were performed accurately as measured against commonly accepted industry standards.

1.4 Project Managers. The Court's project manager is: Monika Newman. 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.

1.5 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 to conform to the foregoing warranty, Contractor shall promptly correct all non-conformities to the satisfaction of the Court.

1.6 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.

1.7 Commencement of Performance. This Agreement is of no force and effect until signed by both parties and all Court-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.

1.8 Stop Work Orders.

1. 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.
2. 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.
3. The Court shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

2. **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.

ATTACHMENT 1
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.

_____
_____
_____

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 B

Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.

2. **Compensation for Services.**

   2.1 **Amount.** Contractor will invoice the following amounts for the Services that the Court has accepted:

   - $_____ per month.
   - $_____ per hour plus any applicable materials costs for additional services not described in Appendix A, Description of Services.

   2.2 **No Advance Payment.** The Court will not make any advance payment for the Services.

3. **Invoicing and Payment**

   3.1 **Invoicing.** Contractor shall submit invoices to the Court in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the Court. Contractor shall adhere to reasonable billing guidelines issued by the Court from time to time.

   3.2 **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. 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.

   3.3 **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.

4. **Taxes.** Unless otherwise required by law, the Court is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The Court shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the Court pursuant to this Agreement.

APPENDIX C

General Provisions

1. **Provisions Applicable to Services**

   1.1 **Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Court is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.

   1.2 **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.

   1.3 **Background Checks.** Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Court: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court.

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

   2.1 **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.

   2.2 **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.

   2.3 **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

   2.4 **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

   2.5 **No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

   2.6 **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.

   2.7 **Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.

   2.8 **Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

   2.9 **No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

2.10 Non-Infringement. The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.

2.11 Non-discrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

2.12 National Labor Relations Board Orders. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3. Insurance

3.1 Basic Coverage. Contractor shall provide and maintain at the Court's discretion and Contractor's expense the following insurance during the Term:

A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least $1,000,000 per occurrence and annual aggregate.

B. *Workers Compensation and Employer's Liability.* The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of $1,000,000 per accident or disease.

C. *Automobile Liability.* This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least $1,000,000 per occurrence.

D. *Commercial Crime Insurance.* This policy is required only if Contractor handles or has regular access to the Court's funds or property of significant value to the Court. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be $100,000.

3.2 Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.

3.3 Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

3.4 Deductibles and Self-Insured Retentions. Contractor shall declare to the Court all deductibles and self-insured retentions that exceed $100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed $100,000 per occurrence are subject to the Court's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

3.5 Additional Insured Endorsements. Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Superior Court of California, County of Kings, the State of California, the Judicial Council of California, the Administrative Office of the Courts, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.

3.6 Certificates of Insurance. Before Contractor begins performing Services, Contractor shall give the Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the Court.

3.7 Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.

3.8 Required Policy Provisions. Each policy must provide, as follows: (i) the policy is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Superior Court of California, County of Kings, the State of California, the Judicial Council of California, the Administrative Office of the Courts, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

3.9 Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

3.10 Consequence of Lapse. If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

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

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

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

7. **Termination**

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

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

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

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

7.5 **Rights and Remedies of the Court.**

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

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

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

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

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

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

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

If to Contractor:	**If to the Court:**
[name, title, address] With a copy to:	Monika Newman Superior Court of California, County of Kings 1426 South Drive Hanford, CA 93230

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

10. Provisions Applicable to Certain Agreements.

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 Recycling. Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

10.5 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.

10.6 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.

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

10.8 Janitorial Services or Building Maintenance Services. 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.

11. Miscellaneous Provisions.

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

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

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

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

11.4 Licenses and Permits. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

11.5 Confidential Information. During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

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

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11 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.

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

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

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

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

APPENDIX D

Defined Terms

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

"Agreement" is defined on the Coversheet.

"Contractor" is defined on the Coversheet.

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

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

"Contract Amount" is defined on the Coversheet.

"Court" is defined on the Coversheet.

"Coversheet" refers to the first page of this Agreement.

"Deliverables" is defined in Appendix A.

"Effective Date" is defined on the Coversheet.

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

"Goods" is defined in Appendix A.

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

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

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

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

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

"PCC" refers to the California Public Contract Code.

"Services" is defined in Appendix A.

"Stop Work Order" is defined in Appendix B.

"Term" comprises the Initial Term and any Option Terms.

ATTACHMENT 3
PROPOSER'S ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

Instructions: Mark the appropriate choice below and sign this attachment.

☐ 1. Proposer accepts Attachment 2: Standard Terms and Conditions ("Attachment 2") without exception.

OR

☐ 2. Proposer proposes exceptions or changes to Attachment 2. Proposer must also submit (i) a red-lined version of Attachment 2 that implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change.

BY *(Authorized Signature)* ✍
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

ATTACHMENT 4
GENERAL CERTIFICATIONS FORM

Check the box below, if agreed, and sign this attachment. Please note that the Court will reject a proposal from a Proposer that does not indicate acceptance of these clauses.

Conflict of Interest. Proposer has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) 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.

Suspension or Debarment. Proposer certifies that neither Proposer nor any of Proposer's intended subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

Tax Delinquency. Proposer certifies that it is not 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.

☐ Check box to indicate acceptance of the clauses above.

BY *(Authorized Signature)* ✍
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

ATTACHMENT 5
DARFUR CONTRACTING ACT CERTIFICATION

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):

Company Name (Printed)	*Federal ID Number*
Printed Name and Title of Person Initialing (for Paragraphs 1 or 2)	

1. _____ Initials — We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a "scrutinized company" as defined in PCC 10476, but we 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. _____ Initials +Certification Below — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a "scrutinized company" as defined in 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.

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

ATTACHMENT 6
PROPOSER DECLARATION

Complete this form only if Bidder wishes to claim the DVBE incentive associated with this solicitation. Please review the "Bidder Declaration Instructions" prior to completing this form. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

1. DGS Supplier ID number:_____
2. DVBE Certification active from _____ to _____
3. Will Bidder subcontract any portion of the contract work to subcontractors? _____

   If yes:

   A. State the percentage of the contract work Bidder will subcontract: _____
   B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract: _____
   _____
   _____
   _____
   _____
   C. Explain how Bidder is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.")
   _____
   _____
   _____
   _____
   _____

4. The disabled veteran owners and managers of Bidder must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.
5. Bidder must submit a copy of its DVBE certification approval letter along with this Bidder Declaration.

SECTION II. COMPLETE IF BIDDER HAS A DVBE BUSINESS UTILIZATION PLAN

Skip this section if (i) Bidder does not have an approved DVBE Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Date BUP was approved by DGS: _____
2. Date through which BUP is valid: _____
3. Bidder must submit a copy of its "Notice of Approved DVBE Business Utilization Plan" issued by DGS along with this Bidder Declaration.

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

Enter the total number of DVBE subcontractors (DVBE Subcontractors) that Bidder will use for this contract: _____

If the total number of DVBE Subcontractors Bidder will use is zero, skip this section.

Provide the following information or materials for **each** DVBE Subcontractor that Bidder will use for this contract. Attach additional sheets if necessary.

1. DVBE Subcontractor name: _____
2. DVBE Subcontractor contact person: _____
3. DVBE Subcontractor address: _____
4. DVBE Subcontractor phone number: _____
5. DVBE Subcontractor email: _____
6. DVBE Subcontractor's DGS Supplier ID number: _____
7. DVBE Subcontractor DVBE Certification active from _____ to _____.
8. Bidder must submit a copy of the DVBE Subcontractor's DVBE certification approval letter along with this Bidder Declaration.
9. Describe the goods and/or services to be provided by the DVBE Subcontractor in connection with the contract:

   _____

   _____

   _____

   _____

10. Explain how the DVBE Subcontractor is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.")

    _____

    _____

    _____

11. Enter the percentage of the total bid price for the goods and/or services to be provided by the DVBE Subcontractor: _____%
12. Provide written confirmation from the DVBE Subcontractor that it will provide the goods and/or services identified above if Bidder is awarded the contract.
13. The disabled veteran owners and managers of the DVBE Subcontractor must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.

SECTION IV. CERTIFICATION

I, the official named below, certify that the information provided in this form is true and correct. I am duly authorized to legally bind Bidder to this certification. This certification is made under the laws of the State of California.

Company Name (Printed)	*Tax ID Number*
Address	*Telephone Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of* _____ *in the State of* _____

BIDDER DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) "DGS" refers to the Department of General Services; (ii) "Bidder" refers to a person or entity that submits a response to a competitive solicitation issued by the Court, including both IFBs and RFPs; and (iii) "bid" refers to a response to a competitive solicitation issued by the Court, including both IFBs and RFPs. Pursuant to Military and Veterans Code section 999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following: (a) is responsible for the execution of a distinct element of the work of the contract; (b) carries out the obligation by actually performing, managing, or supervising the work involved; (c) performs work that is normal for its business services and functions; (d) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (e) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a person or entity will not be considered to perform a "commercially useful function" if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must complete the Bidder Declaration. If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not complete the Bidder Declaration.

The Court will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the Bidder Declaration. The Court may, but is not obligated to, verify or seek clarification of any information set forth in the Bidder Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section I

Skip this section if Bidder is not itself a DVBE.

1. Provide Bidder's DGS Supplier ID number. This number is in Bidder's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in Bidder's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. If Bidder will subcontract any portion of the contract work, answer "yes" and complete subparts A-C. If Bidder will not subcontract any portion of the contract work, answer "no" and skip subparts A-C.
   Subpart A: This percentage is equal to the amount to be paid by Bidder to all subcontractors divided by Bidder's total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to subcontractors is $35,000 and Bidder's total bid price is $125,000, enter "28%" (35,000 ÷ 125,000 = 0.28; 0.28 x 100 = 28).
   Subpart B: Provide a detailed description of the goods and/or services the Bidder itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.
   Subpart C: Provide an explanation of how the Bidder's goods and/or services constitute a "commercially useful function" for purposes of the contract. Attach additional sheets if necessary.
4. The DVBE Declaration is separate from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of Bidder.
5. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of its DVBE certification approval letter.

Instructions for Section II

Skip this section if (i) Bidder does not have an approved Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Provide the date on which DGS approved Bidder's BUP.
2. Provide the date through which the BUP is valid.
3. Bidder must provide a copy of its "Notice of Approved DVBE Business Utilization Plan" issued by DGS. This copy must be provided along with the Bidder Declaration.

Instructions for Section III

A DVBE Subcontractor is any certified DVBE (whether a person, firm, corporation, or organization) contracting to perform part of Bidder's contract.

Enter the total number of DVBE Subcontractors that Bidder will use for the contract. If the number is zero, skip to Section IV. Otherwise, provide complete information (items 1-13 of Section III) for **each** DVBE Subcontractor.

1. Provide the full legal name of the DVBE Subcontractor.
2. Provide the name of a contact person at the DVBE Subcontractor. The contact person must be able to verify the information provided in the Bidder Declaration regarding that DVBE Subcontractor.
3. Provide the full address of the DVBE Subcontractor.
4. Provide the DVBE Subcontractor's phone number, including area code.
5. Provide the DVBE Subcontractor's email address. If the DVBE Subcontractor does not have an email address, insert "N/A."
6. Provide the DVBE Subcontractor's DGS Supplier ID number. This number is in the DVBE Subcontractor's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB .
7. Provide the applicable dates. These dates are in the DVBE Subcontractor's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB .
8. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of the DVBE Subcontractor's DVBE certification approval letter.
9. Provide a detailed description of the goods and/or services the DVBE Subcontractor will provide for the contract. Attach additional sheets if necessary.
10. Provide an explanation of how the DVBE Subcontractor's goods and/or services constitute a "commercially useful function" for purposes of the contract. Attach additional sheets if necessary.
11. This percentage is equal to the amount to be paid by Bidder to the DVBE Subcontractor divided by Bidder's total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to the DVBE Subcontractor is $6,600 and Bidder's total bid price is $75,000, enter "8.8%" (6600 ÷ 75000 = 0.088; 0.088 x 100 = 8.8).
12. Bidder must submit a written confirmation from the DVBE Subcontractor indicating that, if Bidder is awarded the contract, the DVBE Subcontractor will provide the required goods and/or services.
13. The DVBE Declaration is a separate form from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of the DVBE Subcontractor.

Instructions for Section IV

Provide Bidder's full legal name, tax ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Bidder representative in the box labeled "*By (Authorized Signature).*" Provide the name and title of the authorized Bidder representative, and the date, county and state where that person signed the certification, in the appropriate boxes.

ATTACHMENT 7
DVBE DECLARATION

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

Disabled Veteran Business Enterprise (DVBE) name:_____
DGS Supplier ID number: _____

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

Check only one box in Section 2 and provide original signatures of all disabled veteran (DV) owners and managers of the DVBE.

☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code (MVC) section 999.2(b), of the goods and/or services provided by the DVBE in connection with the solicitation identified above.

☐ Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. *(attach additional sheets if more than one principal)*
Principal Name: _____ Principal Phone: _____
Principal Address: _____

Disabled veteran owners and managers of the DVBE: *(attach additional sheets if necessary)*

Printed Name of DV owner/manager	*Date signed*
Signature of DV owner/manager	

Printed Name of DV owner/manager	*Date signed*
Signature of DV owner/manager	

Printed Name of DV owner/manager	*Date signed*
Signature of DV owner/manager	

SECTION 3. MUST BE COMPLETED BY DVBEs THAT PROVIDE RENTAL EQUIPMENT AND ARE NOT BROKERS/AGENTS

Skip this section if (i) the DVBE is not providing rental equipment or (ii) the DVBE indicated in Section 2 that it is a broker or agent.

Check applicable boxes below 3 and provide original signatures of all DV owners and managers of the DVBE.

☐ Pursuant to MVC 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with MVC 999 et seq.

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented in connection with this solicitation. I (we), the DV owner(s) of the equipment, have submitted to DGS my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in MVC 999.2 (c) and (g).

Disabled veteran owners of the DVBE: *(attach additional sheets if necessary)*

Printed Name of DV owner	*Tax ID Number of DV owner*
Address of DV owner	*DV owner Telephone Number*
Signature of DV owner	*Date signed*

Printed Name of DV owner	*Tax ID Number of DV owner*
Address of DV owner	*Telephone # of DV owner*
Signature of DV owner	*Date signed*

Disabled veteran managers of the DVBE: *(attach additional sheets if necessary)*

Printed Name of DV manager	*Date signed*
Signature of DV manager	

Printed Name of DV manager	*Date signed*
Signature of DV manager	

DVBE DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) "DGS" refers to the Department of General Services; (ii) "Bidder" refers to a person or entity that submits a response to a competitive solicitation issued by the Court, including both IFBs and RFPs; and (iii) "bid" refers to a response to a competitive solicitation issued by the Court, including both IFBs and RFPs.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must submit a DVBE Declaration completed by each DVBE that will provide goods and/or services in connection with its bid. If Bidder is itself a DVBE, it must complete the DVBE Declaration itself. If Bidder will use one or more DVBE subcontractors, each DVBE subcontractor must complete a DVBE Declaration.

If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not submit a DVBE Declaration. In addition, if Bidder wishes to claim the DVBE incentive using a DVBE Business Utilization Plan (BUP) on file with DGS, Bidder should not submit a DVBE Declaration. Note that a BUP cannot be used to qualify for the DVBE incentive in a non-IT services solicitation.

The Court will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the DVBE Declaration. The Court may, but is not obligated to, verify or seek clarification of any information set forth in the DVBE Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section 1

Provide the full legal name of the DVBE, and its DGS Supplier ID number. This number is in the DVBE's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.

Instructions for Section 2

Check only one box. If the DVBE is not a broker or agent, check the first box. If the DVBE is a broker or agent, check the second box and provide the name, address, and phone number of the principal for which the DVBE is an agent or broker. Military and Veterans Code section 999.2(b) defines "broker" or "agent" as an individual or entity that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to [a Court], unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

All disabled veteran owners and managers of the DVBE must sign and date Section 2. If there are insufficient signature blocks for all disabled veteran owners and managers to sign, attach additional sheets.

Instructions for Section 3

The DVBE must complete Section 3 only if both of the following are true (i) the DVBE will provide rental equipment in connection with the contract, and (ii) the DVBE checked the first box in Section 2, indicating that it is not a broker or agent.

If (i) the DVBE will not provide rental equipment in connection with the contract, or (ii) the DVBE checked the second box in Section 2, indicating that it is a broker or agent, the DVBE should not check a box in Section 3 or provide the signatures in Section 3.

Check each box in Section 3 if the corresponding statement is true.

All disabled veteran owners of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran owners. Each disabled veteran owner of the DVBE must also provide his or her tax ID number, address, and telephone number in the signature block. If there are insufficient signature blocks for all disabled veteran owners, attach additional sheets.

All disabled veteran managers of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran managers. If there are insufficient signature blocks for all disabled veteran managers, attach additional sheets.