



ATTACHMENT B

STANDARD AGREEMENT rev Dec. 2019

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| AGREEMENT NUMBER [@Agreement number] |
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- In this agreement (“Agreement”), the term “Contractor” refers to **[@Contractor name]**, and the term “Judicial Council” refers to the **Judicial Council of California**.
- This Agreement is effective as of **[July / 2020]** (“Effective Date”) and expires on **[July / 2023]** (“Expiration Date”). This Agreement includes two options to extend through **[July / 2025]** and **[July / 2027]** (“Subsequent Term(s)”).
- The purpose of this Agreement is to authorize the Contractor to provide audio-visual maintenance and repair services for infrastructure, installed and portable systems, and equipment at Judicial Council locations.
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.
- 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 – Materials and Services
- Appendix B – Payment Provisions and Service Work Order Authorization Process
- Appendix C – General Provisions
- Appendix D – Defined Terms
- Appendix E – Services Request Form
- Appendix F – Contractor Proposal Form
- Appendix G – Rates by Service
- Attachment 1, Prevailing Wage Labor Certification Form
- Attachment 2, Acceptance and Signoff Form
- Attachment 3, Audiovisual Equipment Inventory List (subject to change)
- Attachment 4, Prevailing Wage and Related Labor Requirements Certification

| JUDICIAL COUNCIL’S SIGNATURE | CONTRACTOR’S SIGNATURE |
|---|---|
| Judicial Council of California | CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i> [@Contractor name] |
| BY <i>(Authorized Signature)</i>  | BY <i>(Authorized Signature)</i>  |
| PRINTED NAME AND TITLE OF PERSON SIGNING | PRINTED NAME AND TITLE OF PERSON SIGNING |
| DATE EXECUTED | DATE EXECUTED |
| ADDRESS Branch Accounting and Procurement 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102-3688 | ADDRESS [@Address] |

APPENDIX A

MATERIALS AND SERVICES

1. Background and Purpose.

- 1.1** The Judicial Council currently has integrated audio-visual systems and equipment in three (3) cities statewide: **San Francisco**, Judicial Council Offices - 455 Golden Gate Avenue, and the California Supreme Court - 350 McAllister St; **Sacramento**, Judicial Council Offices - 2850 and 2860 Gateway Oaks Drive, and the California Supreme Court, Stanley Mosk Library and Courts Building - 914 Capitol Mall; and **Los Angeles**, California Supreme Court, Ronald Reagan State Office Building - 300 South Spring Street, 3rd Floor (individually and collectively “Judicial Council Location(s)”). The Judicial Council utilizes the systems and equipment in shared conference spaces for the purposes of administrative, educational, and ceremonial functions. The Judicial Council Offices in San Francisco consist of a conference center, meeting rooms, audio-visual control rooms, a courtroom, and an auditorium. The Supreme Court in San Francisco consists of a courtroom, video conference rooms and training rooms. The Judicial Council Offices in Sacramento consist of a conference center, a training space, and meeting rooms. The Supreme Court in Sacramento consists of a courtroom, video conference rooms and training rooms. The Supreme Court in Los Angeles consists of a courtroom, video conference rooms and training rooms.
- 1.2** Contractor(s) may be required to perform Services at Judicial Council Locations for unplanned Services (Priority 1 (“P1”)), or for Services that are planned in advance and scheduled during business hours (Priority 2 (“P2”)). P1s can occur at any point in time, during business and non-business hours, and require Contractor to respond as soon as possible, but no more than four (4) hours from notification. Examples of P1s include, but are not limited to, equipment malfunctions requiring immediate maintenance and/or materials replacement, and technical support. P2s can occur at any point in time, during business and non-business hours, and require Contractor to respond as soon as possible, but no more than forty-eight (48) hours from notification.
- 1.3** Contractor shall perform P1 and P2 Services as indicated below in Section 3, Description of Services, as necessary, per a Service Work Order (“SWO”) issued through the computer aided facility management (“CAFM”) system. In the context of this Agreement and wherever used herein, the CAFM system is, and shall be construed to mean, the system currently used by the Judicial Council to issue SWOs and track work progress, or any other such system subsequently implemented for those or similar purposes by the Judicial Council at the Judicial Council’s sole discretion. See Appendix B, Payment Provisions and Service Work Order Authorization Process.

2. Description of Materials. The Judicial Council shall purchase from Contractor, and Contractor shall sell to the Judicial Council the following products, goods, materials, and supplies (“Materials”) free and clear of all liens, claims, and encumbrances:

- 2.1** Equipment and parts on an as needed basis to replace existing malfunctioning equipment, including but not limited to equipment listed in Attachment 3.
- 2.2 Risk of Loss; Title.** Contractor will deliver the Materials “Free on Board Destination Freight Prepaid,” to the Judicial Council at the address specified in the applicable SWO. Title to the Materials vests in the Judicial Council upon payment of the applicable purchase price.
- 2.3 Materials Warranties.** Contractor warrants that the Materials will be merchantable for their intended purposes, free from all defects in Materials and workmanship, in compliance with all applicable specifications and documentation. The Judicial Council’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

3. Description of Services. Contractor shall perform the following Services, as needed:

- 3.1** The Contractor shall provide maintenance and repair services of the installed audio-visual systems and equipment at Judicial Council Locations at the request of the Judicial Council. Requested Services include, but are not limited to, installation, maintenance and repair, replacing equipment and parts, Judicial Council staff training and consulting, preventative maintenance site visits, and reporting services. The Contractor shall also provide remote telephonic support services, on-site repair and replacement services for equipment and parts, and coordinate the use of loaner equipment as applicable. The Contractor is expected to provide timely labor and expertise. The documentation for Services shall include the Acceptance and Sign-off Form (Attachment 2) and the Contractor’s invoice.

3.2 Judicial Council Location Maintenance and Repair Services.

- 3.2.1** The Contractor shall provide audio-visual technology troubleshooting, assessment, repair and replacement services.
- 3.2.2** Maintenance and the repair of failed equipment should be performed, as much as possible, on site at a Judicial Council Location. In the event that Judicial Council equipment, or a component thereof, is taken off-site, the Contractor will, if requested, make every reasonable attempt to provide a temporary replacement of equal functionality.
- 3.2.3** The Contractor shall make every reasonable attempt to provide and install loaner equipment if repairs are to exceed forty-eight (48) hours.

- 3.2.4 For P1 Services, the Contractor shall assess any malfunctioning equipment within four (4) hours of the Judicial Council's request.
- 3.2.5 For P2 Services, the Contractor shall assess any malfunctioning equipment within forty-eight (48) hours of the Judicial Council's request.
- 3.2.6 The Contractor shall work and directly coordinate with equipment manufacturers on equipment warranty claims and repairs.
- 3.2.7 The Contractor shall furnish applicable contact information, e.g., telephone number(s) and e-mail address(es), to receive requests for Services from the Judicial Council.
- 3.2.8 The Contractor shall provide on-call and/or on-site support for calendared Judicial Council meetings. In general, there are four (4) meetings per year.

3.3 Preventive Maintenance / Equipment Inventory

- 3.3.1 The Contractor shall provide service visits to all Judicial Council Locations to carry out routine and preventative maintenance services on an as-needed basis, with a minimum of once a year. The Contractor will coordinate each visit with the individual Judicial Council contact and provide minimally disruptive inspections, adjustments, software/firmware updates, replacements of hardware and components, as well as performance testing and analysis of all installed and portable audio-visual systems and equipment. The Contractor shall provide the Judicial Council with a report on all Judicial Council Locations preventative maintenance visits, including dates, equipment check-lists, recommended repair and replacement analysis, and recommended time intervals for equipment maintenance schedules.
- 3.3.2 Contractor shall perform preventative maintenance and inventory updates on all audio-visual equipment at each Judicial Council location as necessary, but at minimum, twice a year. See Attachment 3, Audiovisual Equipment Inventory List. This list is subject to change.
- 3.3.3 Preventative maintenance will include at a minimum, cleaning, adjusting, aligning and checking all functions of each component within a discrete audio-visual system, if required. The operation of the system as a whole will be verified. This includes minor adjustments as necessary. If major adjustments are required, the Contractor will schedule required downtime with the Judicial Council.
- 3.3.4 Preventative maintenance will be scheduled in advance and agreed to by the Judicial Council and the Contractor. The Judicial Council will notify security staff when the Contractor will be onsite. The Judicial Council will ensure that all areas and rooms are made available for the technician(s) and that all computer and video input sources are present.
- 3.3.5 All equipment and systems must be operational at the completion of the preventative maintenance.
- 3.3.6 The Contractor will provide a preventative maintenance report for each site documenting all Services performed, the status or health of each component, and any recommendations for replacement or additional maintenance.

3.4 Training Services.

- 3.4.1 The Contractor must provide training to Judicial Council staff as determined by the Judicial Council for applicable audio-visual equipment and systems and coordinate such trainings with the Judicial Council. At a minimum, the trainings should include written material, e.g., operation instructions and presentation slides, which will be retained by the Judicial Council upon completion.
- 3.4.2 The Contractor must make all commercial efforts to provide immediate remote telephone consultation services for inquiries regarding any applicable equipment or technology.

3.5 Installation Services. The Contractor must perform installation work, in accordance with the performance of the maintenance and services work, as set forth in this Agreement.

3.6 Reporting Services. As part of an approved SWO, Contractor shall provide a report of all completed Work to the Judicial Council. Contractor may suggest the format for such report, but the report format must be acceptable to the Judicial Council.

3.7 Cancellation of Services. Up to the time of actual Service, the Judicial Council may cancel the SWO without incurring any monetary charge.

3.8 Inspection and Acceptance. The Services and Deliverables must meet the following acceptance criteria or the Judicial Council may reject the applicable Services or Deliverables. The Judicial Council may use the Acceptance and Signoff Form, Attachment 2, to notify Contractor of the Acceptance or rejection of the Services or Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

- 3.8.1 Timeliness: The Service or Deliverable was delivered on time;
- 3.8.2 Completeness: The Service or Deliverable contained the Data, Materials, and features required in the authorized SWO.

- 3.8.3 **Technical Accuracy:** The Service or Deliverable is accurate as measured against commonly accepted practices (i.e. an industry standard, or de facto marketplace standard).
- 3.9 Project Managers.** The project manager is an assigned representative or designee of the Judicial Council. The Judicial Council 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 an assigned representative or designee of the Contractor. Subject to written approval by the Judicial Council, Contractor may change its project manager without need for an amendment to this Agreement.
- 3.10 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 Judicial Council's Acceptance of such Deliverable, and shall continue for a period of one (1) year following Acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the Judicial Council.
- 3.11 Resources.** Contractor is responsible for providing any and all facilities, Materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
- 3.12 Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Judicial Council required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.
- 3.13 Stop Work Orders.**
- 3.13.1 The Judicial Council 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 Judicial Council 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.
- 3.13.2 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 Judicial Council 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 Judicial Council decides the facts justify the action, the Judicial Council may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- 3.13.3 The Judicial Council shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.
- 4. Acceptance or Rejection.** All Materials, Services, and Deliverables are subject to Acceptance by the Judicial Council. The Judicial Council may reject any Materials, 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 Judicial Council). If the Judicial Council rejects any Material, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Material, Service, or Deliverable at no expense to the Judicial Council to correct the relevant deficiencies and shall redeliver such Material, Service, or Deliverable to the Judicial Council within ten (10) Business Days after the Judicial Council's rejection, unless otherwise agreed in writing by the Judicial Council. Thereafter, the parties shall repeat the process set forth in this section until the Judicial Council accepts such corrected Material, Service, or Deliverable. The Judicial Council may terminate that portion of this Agreement which relates to a rejected Material, Service, or Deliverable at no expense to the Judicial Council if the Judicial Council rejects that Material, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

END OF APPENDIX A

APPENDIX B

PAYMENT PROVISIONS AND SERVICE WORK ORDER AUTHORIZATION PROCESS

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the Judicial Council, and the Judicial Council shall compensate Contractor, as set forth in this Appendix B. The maximum amount the Judicial Council shall be obligated to pay to Contractor under a SWO shall not at any time exceed the total amount specified on the face of the SWO. No verbal agreements will be honored.
2. On any given date, except as permitted under Section 6 below, the maximum amount the Judicial Council shall be obligated to pay to Contractor under this Agreement shall not at any time exceed the SWO Sum as of that date.
3. Except as permitted under Section 6 below, Contractor shall bear, and the Judicial Council 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.
4. **Compensation for Services or Deliverables.** Contractor will only invoice for Services and Deliverables that have been issued via a SWO.
5. **Compensation for Services or Deliverables.**
 - 5.1 **Amount.** Rates for Services are defined within Exhibit G, Rates by Service.
 - 5.2 **Withholding.** In addition to its rights under Sections 3 and 4, the Judicial Council may, at its sole and absolute discretion, withhold some or all payment toward a Contractor's invoice for an SWO, if the Judicial Council reasonably evaluates the underlying Services or Deliverables to be less than satisfactory.
 - 5.3 **No Advance Payment.** The Judicial Council will not make any advance payment for Services or Deliverables.
 - 5.4 Except as permitted in Section 6 below, the total SWO Price shall be fully burdened and inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for Work rendered to the Judicial Council.
 - 5.5 The Judicial Council shall make payment for the percentage of Work completed by the Contractor and upon approval of invoice(s). Invoices will be paid net 60 days from receipt of a correct invoice, shall be made in arrears and are contingent upon receipt of an itemized monthly invoice approved by the Contractors designated representative(s).
6. **Expenses.** Except as set forth in this section, no expenses relating to the Materials, Services, and Deliverables shall be reimbursed by the Judicial Council.
 - 6.1 **Limit on Travel Expenses.** Travel expenses not otherwise incorporated into the Hourly Rates and Fixed Pricing, will only be compensated under this Agreement (i) as required under sections 1770 et seq. of the California Labor Code or (ii) for travel originating from less than one hundred and fifty (150) miles from the Judicial Council Location where the Work is to be performed. All travel expenses related to such travel are subject to written preauthorization and approval by the Judicial Council and are limited to the maximum amounts permitted under sections 1770 et seq. of the California Labor Code or as set forth in the Judicial Council's travel expense policy set forth in Section 6.4 below.
 - 6.2 **Expense Limit.** Contractor shall not invoice the Judicial Council, and the Judicial Council shall not reimburse Contractor, for expenses of any type that are not authorized under this Agreement.
 - 6.3 **Required Certification.** Contractor must include with any request for reimbursement from the Judicial Council a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Judicial Council was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
 - 6.4 **Judicial Council's Travel Expense Policy.** For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) California Department of Human Resources guidelines, the Judicial Council will reimburse lodging expenses incurred while traveling, at Contractor's actual cost. Lodging costs may not exceed \$250 (per day per person), plus tax and energy surcharge in San Francisco county; \$125 (per day per person), plus tax and energy surcharge in Monterey and San Diego counties; \$120 (per day per person), plus tax and energy surcharge in Los Angeles, Orange and Ventura counties; \$140 (per day per person), plus tax and energy surcharge in Alameda, San Mateo, and Santa Clara counties; or \$110 (per day per person), plus tax and energy surcharge in all other California counties. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per day: breakfast~\$8.00; lunch~\$12.00; dinner~\$20.00; and/or incidentals~\$6.00.
 - 6.4.1 For necessary private vehicle ground transportation usage, the Judicial Council will reimburse the Contractor at the applicable IRS-approved rate per mile.
 - 6.4.2 Upon the Judicial Council request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.

7. Labor Costs.

- 7.1** Prevailing Wage. For those employee classifications covered by the Prevailing Wage Law, direct labor costs for the performance of Work shall be equal to or greater than the Prevailing Wage for each employee's classification and shall be calculated accordingly.
- 7.2** Non-Prevailing Wage. For those employee classifications not covered by the Prevailing Wage law, the per-hour fees shall be calculated according to Exhibit G, and as set forth, if applicable, in the SWO.

8.0 SWO Process

- 8.1** The Judicial Council and Contractor will develop a Services Request Form (Appendix E), describing the desired Work and appropriate Pricing Methodology for a Project.
- 8.2** Pricing Methodologies. "Lump Sum Based Pricing" and "Time and Materials Based Pricing". Only one type of Pricing Methodology may be used for a SWO, if more than one Pricing Methodology becomes necessary, the Services and Deliverables must be separated into two or more SWOs.
- 8.3** Lump Sum Based Pricing. All anticipated costs associated with the Hourly Rates, Fixed Prices, and/or Materials under a SWO are rolled up into a total price ("Lump Sum Price"). The Lump Sum Price shall provide fully burdened rates, including, without limitation, all costs, labor, Contractor's in house equipment, expenses, travel-related costs, fees, overhead, and profits payable to the Contractor for Work rendered to the Judicial Council, including labor costs associated with overtime, weekend, and after hours Work. The submitted Lump Sum Pricing will be held in confidence until such time an SWO is issued.
 - 9.3.1 Payment in the form of a Lump Sum Price will be mutually agreed upon by Contractor and the Judicial Council prior to the issuance of an SWO, and Contractor may not charge for any individual Service or Deliverable necessary to complete the SWO.
- 8.4** Time and Materials Based Pricing. As set forth in Appendix G, Rates for Services associated with an SWO may be reimbursed no matter how much Work is required to complete the SWO, or up to a not-to-exceed amount as mutually agreed to by the Contractor and Judicial Council. The sum of the Hourly Rates and/or price of Materials for an applicable SWO, constitutes the "Time and Materials Price".
 - 8.4.1 Payment in the form of a Time and Materials Price will be mutually agreed upon by Contractor and the Judicial Council prior to the issuance of an SWO, and Contractor may not receive any additional payments associated with that SWO in excess of the Time and Materials Price except as permitted by Section 6 below.
 - 8.4.2 In the event of a not-to-exceed Time and Materials Based Pricing SWO, Contractor shall not provide Services and/or Materials past the point at which the total of such charges would exceed the applicable Time and Materials Price without prior written approval by the Judicial Council.

8.5 SWO Issuance

- 8.5.2 Contractor will submit a Contractor Proposal Form (Exhibit F) to the Judicial Council based on the final Services Request Form.
 - 8.5.2.1 The Contractor Proposal Form will include all the Work (Services and Materials), the Pricing Methodology, and pricing (both subtotals and grand totals as applicable) for the Project.
 - 8.5.2.2. If the Project, or a portion thereof, is to be performed by a Subcontractor, the Contractor Proposal Form must include the name of the Subcontractor.
- 8.5.4 At the direction of the Judicial Council, Contractor may be required to revise and resubmit the Contractor Proposal Form until the Judicial Council determines that the Contractor Proposal Form is complete and final.
- 8.5.5 The final Contractor Proposal is effective and may not be revoked for a period of forty five (45) Business Days following the date of submission or until the first day of the Project, whichever is sooner.
- 8.5.6 The Judicial Council will accept a Contractor Proposal for a Project by creating a SWO in CAFM, and then send Contractor the SWO consisting of a cover page with a unique SWO number, the accepted Services Request Form (Appendix E) and Contractor Proposal Form (Appendix F).
- 8.5.8 Upon receipt, Contractor shall log into CAFM, look up the corresponding SWO, and click "Accept." By clicking "Accept," Contractor agrees to all the provisions of this Agreement and the corresponding SWO.

- 8.5.9 The Judicial Council shall direct the Contractor to begin Work associated with the SWO in writing after it receives a notification in CAFM that Contractor has clicked “Accept.”
- 8.5.10 Following issuance of a SWO, but before the initiation of Work, Judicial Council may furnish additional detailed written and/or graphic instructions to explain the Work more fully, and such instructions will become a part of the requirements of the SWO. If Contractor believes these additional instructions change the scope of the SWO, Contractor must submit written Notice to the Judicial Council within seven (7) days following receipt of such instructions requesting a revised SWO. The parties will mutually agree whether or not to revise the SWO.
- 8.5.11 SWO Issuance for Priority 1 Services requested on short notice basis. When Judicial Council requires Contractor to provide Services on short notice, within four (4) business hours, the applicable P1 rates indicated in Appendix G, shall be utilized. The process for SWO issuance as described above in Article 8.5 remains for Priority 1 Service requests, except that:
- i. Judicial Council will initiate P1 Service requests with a phone call to the Contractor to discuss the scope of Services and availability.
 - ii. Judicial Council will then email the completed Services Request Form to Contractor.
 - iii. Contractor shall complete the Contractor Proposal Form providing an estimate of the Time and Materials required to perform the Services.
 - iv. Judicial Council will review the submitted Contractor Proposal, and upon Acceptance, will submit the SWO request to the Contractor in CAFM and proceed with authorization of Project as indicated above.
- 8.5.12 The Judicial Council reserves the right to modify the forms provided in Appendix E and F, as it deems necessary or appropriate, in its sole discretion, and will notify Contractor of any modification to said form prior to implementing the modified form(s).
- 8.5.13 There is no limit on the number of SWOs the Judicial Council may request or authorize under this Agreement.
- 8.5.14 The Judicial Council does not guarantee that Contractor will receive any authorized SWO(s) under this Agreement.

9. SWO Authorizations

- 9.1 In general, and as necessary, the Judicial Council will request Services and, as applicable, Deliverables and authorize corresponding funding via SWO(s) through CAFM. Unless directed otherwise by the Judicial Council, Contractor will accept SWOs within CAFM by logging into CAFM, opening the SWO, and clicking the “Accept” button. A written document will be provided by CAFM that summarizes the Service and, as applicable, Deliverables, and references all other applicable documents.
- 9.2 SWOs must be issued prior to the expiration date of the Initial Term or Subsequent Term(s). However, Contractor may be required to perform the underlying Work of an issued SWO after the Agreement expires, in which case the terms and conditions of this Agreement shall remain in full force and effect until the Judicial Council considers the Work to be complete.
- 9.3 SWOs may be authorized for the specific Service Types and Services described in Appendix A.

10. Invoicing and Payment

- 10.1 **Invoicing.** Contractor shall submit invoices to the Judicial Council in arrears no more frequently than monthly. Contractor’s invoices must include information and supporting documentation acceptable to the Judicial Council. Contractor shall adhere to reasonable billing guidelines issued by the Judicial Council from time to time. Invoices shall clearly indicate the following:
- 10.1.1 The SWO number;
 - 10.1.2 A unique invoice number;
 - 10.1.3 The Contractor’s name and address;
 - 10.1.4 Taxpayer Identification number (the Contractor’s federal employer identification number)
 - 10.1.5 Request for Payment Form;
 - 10.1.6 Invoice on Contractor’s letterhead should include, as applicable, a description of the completed Work, Services rendered, hours worked, tasks performed, and Materials, and/or Deliverable(s);
 - 10.1.7 All charges under the appropriate Pricing Methodology;
 - 10.1.8 Preferred remittance address, if different from mailing address.
 - 10.1.9 Contractor shall include a copy of the authorized SWO Form with all invoices.
 - 10.1.10 The Contractor shall email one (1) copy of the invoice to:

FacilitiesServicesInvoices@jud.ca.gov

With a copy to the project manager indicated in the SWO

10.2 Payment. The Judicial Council will pay each correct, itemized invoice received from Contractor after Acceptance of the applicable Materials, Services, or Deliverables associated with an SWO. 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.

10.3 No Implied Acceptance. Payment does not imply Acceptance of Contractor's invoice, Materials, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The Judicial Council shall have the right at any time to offset any amount owing from Contractor to the Judicial Council against any amount payable by the Judicial Council to Contractor under this Agreement.

11. Taxes. Unless otherwise required by law, the Judicial Council 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 Judicial Council 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 Judicial Council pursuant to this Agreement.

END OF APPENDIX B

APPENDIX C

GENERAL PROVISIONS

1. Provisions Applicable to Services

- 1.1 Qualifications.** Contractor shall maintain at all times during the term(s) of this Agreement an active C7 Low Voltage License with the California Contractors State License Board . Contractor shall assign to any Project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Judicial Council 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 Judicial Council if the Judicial Council wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Judicial Council may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt Notice to the Judicial Council of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Judicial Council and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform Services for the Judicial Council: (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 Judicial Council, the Judicial Council advises are unacceptable to the Judicial Council.

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 Judicial Council 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 Judicial Council.
- 2.3 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 2.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 2.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.7 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Materials, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

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

3. Insurance

3.1 Basic Coverage. Contractor shall provide and maintain at its 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 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.** 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. Professional Liability.** The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and Acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
- E. Commercial Crime Insurance.** This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be **\$1,000,000.00**.

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 Judicial Council 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 Judicial Council'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 Judicial Council, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.

3.6 Certificates of Insurance. Before Contractor begins performing Services, Contractor shall give the Judicial Council certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written Notice to the Judicial Council in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the Judicial Council.

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 noncontributory 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 Judicial Council, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

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 Judicial Council 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 Judicial Council 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 Materials, (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 Materials, 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 Judicial Council's prior written consent, which consent shall not be unreasonably withheld; and the Judicial Council 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. Subsequent Term.** The Judicial Council may, at its sole option, extend this Agreement, under the same terms and conditions, for up to two (2) consecutive two (2) year terms, at the end of which this Agreement shall expire. In order to exercise these Subsequent Terms, the Judicial Council must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of a Subsequent Term will be effective without Contractor's signature.

 - 5.1.** The Agreement shall remain in effect from [July 2020] through [July 2023] ("Initial Term"), unless otherwise set forth in writing, in accordance with the terms and conditions of the Agreement.
 - 5.2** The parties agree that the Judicial Council may elect to extend the Agreement up to two (2) consecutive optional two-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Agreement:

[July 2023] through [July 2025] ("First Subsequent Term").

[July 2025] through [July 2027] ("Second Subsequent Term").
 - 5.3** In the event the Judicial Council elects to exercise an option to extend the Agreement, as set forth in this provision, the parties will modify the Agreement via bilateral execution of the Judicial Council's Standard Agreement form.
- 6. Tax Delinquency.** Contractor must provide Notice to the Judicial Council 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 Judicial Council 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 Judicial Council 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 Judicial Council, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Materials as specified in the Notice.
 - 7.2 Termination for Cause.** The Judicial Council 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 Judicial Council, 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 Judicial Council'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 Judicial Council 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 Judicial Council if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Judicial Council determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.
 - 7.5 Rights and Remedies of the Judicial Council.**

 - 7.5.1 Nonexclusive Remedies.** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Judicial Council 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 Judicial Council may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into

nonbinding mediation; (iii) exercise, following Notice, the Judicial Council’s right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

7.5.2 *Replacement.* If the Judicial Council terminates this Agreement in whole or in part for cause, the Judicial Council may acquire from third parties, under the terms and in the manner the Judicial Council considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Judicial Council 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 Judicial Council for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Judicial Council. Contractor shall continue any Services not terminated hereunder.

7.5.3 *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Judicial Council with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or Materials, and any Judicial Council-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Judicial Council shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Judicial Council’s termination is not for cause, the Judicial Council shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Judicial Council’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 Judicial Council. 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 Judicial Council: |
|-------------------------------|--|
| <u>[name, title, address]</u> | <u>Attn: Manager Contracts</u> Branch Accounting and Procurement 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102-3688 |
| <u>With a copy to:</u> | |

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

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

10.1 **Union Activities Restrictions.** Contractor agrees that no Judicial Council 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 Judicial Council funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

10.2 **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 Judicial Council 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 Judicial Council: (1) the total amount of money and percentage of Work Contractor committed to provide to each DVBE Subcontractor and the amount each DVBE Subcontractor 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. Upon request by the Judicial Council Contractor shall provide proof of payment for the Work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each

violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code Section 999.5.

- 10.3 Antitrust Claims.** Contractor shall assign to the Judicial Council 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 Judicial Council. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to Contractor. If the Judicial Council 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 Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Judicial Council as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Judicial Council 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 Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action.
- 10.4 Good Standing.** Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- 10.5 Equipment Purchases.** The Judicial Council may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the Judicial Council, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Judicial Council at no expense to the Judicial Council. If a theft occurs, Contractor must file a police report immediately.
- 10.6 Four-Digit Date Compliance.** Contractor represents and warrants that it will provide only Four-Digit Date Compliant Deliverables and Services to the Judicial Council. "Four-Digit Date Compliant" Deliverables and Services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation are subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

11. Miscellaneous Provisions.

- 11.1 Independent Contractor.** Contractor is an independent contractor to the Judicial Council. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Judicial Council. Contractor has no authority to bind or incur any obligation on behalf of the Judicial Council. If any governmental entity concludes that Contractor is not an independent contractor, the Judicial Council 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 Judicial Council 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 Judicial Council five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Judicial Council 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 Materials. 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 Judicial Council'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 Judicial Council owns all right, title and interest in the Confidential Information. Contractor will notify the Judicial Council promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Judicial Council to protect such Confidential Information. Upon the Judicial Council's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Judicial Council or, if so directed by the Judicial Council, destroy all Confidential Information (in every form and medium), and (b) certify to the Judicial Council 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 Judicial Council shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the Judicial Council ownership of all Deliverables, any partially-completed Deliverables, and related work product or Materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these Materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Judicial Council.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Judicial Council.
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Judicial Council. A waiver of enforcement of any of this Agreement's terms or conditions by the Judicial Council is effective only if expressly agreed in writing by a duly authorized officer of the Judicial Council. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a consulting services agreement may submit a bid for, nor be awarded an agreement for, the providing of Services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 11.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.14 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 11.15 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 11.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

12. Labor Code Provisions

12.1 Prevailing Wage:

- 12.1.1 The Contractor and all Subcontractors under the Contractor shall pay all workers on Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work as determined by the Director of the Department of Industrial Relations, State of California ("DIR"), for the type of Work performed and the locality in which the Work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by the Director of DIR, are on file at the Judicial Council's principal office. Prevailing wage rates are also available from the Judicial Council or on the internet at (<http://www.dir.ca.gov>). Contractor may also obtain copies of the prevailing rate of per diem wages from the DIR, Division of Labor Statistics & Research, PO Box 420603, San Francisco, CA 94142-0603, (415) 703-4780.
- 12.1.2 Contractor shall ensure that Contractor and all of Contractor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to the Agreement and incorporated herein.
- 12.1.3 Projects under the Agreement are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for a Project.

12.2 Registration:

12.2.1 Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records (“CPR(s)”) to the Labor Commissioner of California and complying with any applicable enforcement by the DIR. Labor Code section 1771.1(a) states the following:

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

12.2.2 Contractor shall and shall ensure that all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with DIR that are set forth in Labor Code section 1725.5. Contractor represents to the Judicial Council that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Contractor shall not permit any Subcontractor to perform Work on a Project, without first verifying the Subcontractor is properly registered with the DIR as required by law and providing this information in writing to the Judicial Council. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this Work is public work to which Labor Code section 1771 applies.

12.3 Hours of Work:

12.3.1 Notwithstanding the timing and duration of the Work under the Agreement which is subject to Judicial Council activities and other coordination required for occupied facilities, as provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day’s work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Agreement upon the Work or upon any part of the Work contemplated by this Judicial Council shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

12.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Agreement. The record shall be kept open at all reasonable hours to the inspection of Judicial Council and to the Division of Labor Standards Enforcement of the DIR.

12.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the Judicial Council forfeit the statutory amount (believed by the Judicial Council to be currently twenty five dollars (\$25)) for each worker employed in the execution of this Agreement by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

12.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the Judicial Council.

12.3.5 Work will typically take place at the Judicial Council Locations ; therefore, work hours may be restricted depending upon the Project. The individual SWO will include any restrictions on hours of Work. If the SWO does not include a restriction on hours of Work, then the Work must take place during business hours.

12.4 Payroll Records:

12.4.1 In addition to submitting CPR(s) to the Labor Commissioner of California pursuant to Labor Code section 1771.4 or any other applicable law, if requested by the Judicial Council, Contractor shall provide to the Judicial Council and shall cause each Subcontractor performing any portion of the Work to provide the Judicial Council CPR(s), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

12.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- i) A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.
- ii) CPRs shall be made available for inspection or furnished upon request to a representative of the Judicial Council, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or DIR.
- iii) CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Judicial Council, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

12.4.3 The form of certification for the CPRs shall be as follows:

I, _____ (Name-Print), the undersigned, am the _____ (Position in business) with the authority to act for and on behalf of _____ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

Date: _____ Signature: _____
(Section 16401 of Title 8 of the California Code of Regulations)

12.4.4 Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

12.4.5 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Judicial Council, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Agreement or performing Agreement shall not be marked or obliterated.

12.4.6 Contractor shall inform the Judicial Council of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) Business Days, provide a Notice of change of location and address.

12.4.7 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written Notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to the Judicial Council, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

12.4.8 It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

12.5 Apprentices:

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

12.5.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

12.5.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

12.5.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and

training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

12.5.5 Pursuant to Labor Code section 1777.5, if that section applies to this Agreement as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Agreement shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

12.5.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

12.5.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

- i) Be denied the right to bid or propose on any subsequent Project for one (1) year from the date of such determination; and
- ii) Forfeit as a penalty to the Judicial Council the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

12.5.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

12.5.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

12.5.10 Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108 et seq.

END OF APPENDIX C

APPENDIX D

DEFINED TERMS

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

“Acceptance” means the written acceptance issued to Contractor by the Judicial Council after Contractor has successfully provided the Work in accordance with this Agreement.

“Agreement” is defined on the Coversheet.

“Business Day” means days of the week excluding Saturday and Sunday, and State holidays.

“CAFM” stands for Computer Aided Facilities Management. In the context of this Agreement and wherever used herein, the CAFM system is, and shall be construed to mean, the system currently used by the Judicial Council to issue SWOs and monitor Work, or any other such system subsequently implemented for those or similar purposes by the Judicial Council at the Judicial Council’s sole discretion.

“Contractor” is defined on the Coversheet..

“Contractor Proposal” means a written document, substantially in the format of Exhibit F hereto that Contractor submits to the Judicial Council in response to a Services Request Form in accordance with the provisions of the SWO process detailed in Exhibit B.

“Confidential Information” means: (i) any information related to the business or operations of the Judicial Council, including information relating to the Judicial Council’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Judicial Council (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 Judicial Council’s satisfaction that: (a) Contractor lawfully knew prior to the Judicial Council’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

“Contract Amount” is defined on the Coversheet.

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

“Deliverables” means and includes any Material(s) provided or to be provided under this Agreement.

“Effective Date” is defined on the Coversheet.

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

“Fixed Price” means a set price to be charged for a Service.

Hourly Rates” means the fixed hourly rate to perform the Service(s) associated with an SWO. The Hourly Rate includes all costs including, but not limited to, applicable taxes, duties, wages, indirect costs, general and administrative expense, and profit. The Hourly Rate will be calculated in tenth-of-an-hour increments for each full six minutes beginning with the designated actual starting time. Overtime rates will not be paid unless overtime Work is specifically authorized in advance and in writing by the Judicial Council.

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

“Judicial Council” is defined on the Coversheet.

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

“Materials” means any type of tangible item provided to the Judicial Council by Contractor and/or its Subcontractors, including but not limited to, written reports, goods, supplies, equipment, and other commodities. Material(s) exclude all software, services, and Reimbursable(s).

“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.

“PCC” refers to the California Public Contract Code.

“Pricing Methodology” means the methodology used for payment of an SWO. There are two (2) types of Pricing Methodology: “Lump Sum Based Pricing” and “Time and Materials Based Pricing.”

“Project” refers to the totality of Work encompassed or contemplated under an individual authorized SWO. May also be referred to as “Service Work Order.”

“Services” means and includes authorized action(s) that are performed by the Contractor or its Subcontractor(s) under the Agreement. Such Services may be unplanned (Priority 1 (“P1 S”)) or planned in advance and scheduled during business hours (Priority 2 (“P2”)) Such Services may be reimbursed at a Fixed Price or an Hourly Rate.

“Service Type” means the particular type(s) of Service(s) Contractor is authorized to perform as detailed in Exhibit A hereto.

“Service Work Order” or **“SWO”** refers to a unique entry within the CAFM system. Issuance of a SWO constitutes Work Authorization under this Agreement. The Contractor must login to the CAFM system and “accept” the SWO issued prior to beginning Work. The SWO references and incorporates other documents such as the Services Request Form and Contractor Proposal Form as well as the Contract Documents.

“Services Request Form” refers to the form listed in this Contract as Exhibit E. Once a SWO is issued, this form serves as a summary of Services to be provided by the Contractor in the Project.

“State” refers to the State of California.

“Subcontractor(s)” shall mean and include any individual, firm, partnership, agent, or corporation having a contract, purchase order, or agreement with the Contractor or with any Subcontractor of any tier for the performance of Service(s) or provision of Material(s), in whole or in part, relating to this Agreement. When reference is made to a Subcontractor(s) in this Agreement, it shall include every level and/or tier, of Contractor’s Subcontractor, agents, suppliers, and/or material men.

“Subsequent Term(s)” means an extension of this Agreement after the Initial Term, at the election of the Judicial Council, under the same terms and conditions, including compensation, for up to two (2) consecutive two (2) year terms.

“Stop Work Order” is defined in Appendix B.

“Work” includes Services and/or Materials.

“Work Authorization” means that the Judicial Council as granted Contractor permission to begin Work associated with an SWO.

END OF EXHIBIT D



JUDICIAL COUNCIL
OF CALIFORNIA
ADMINISTRATIVE DIVISION
REAL ESTATE AND FACILITIES MANAGEMENT

APPENDIX E

Services Request Form

Date: [Date]
From: [Project Manager Name]
[Address]
[Phone/Fax]
[Email]
Project: [Project Title]
FM/SWO: [FM / SWO Numbers]
Court Name / Bldg #: [Court Name / Bldg #]
Location: [Address]

The Judicial Council of California requests that you provide a Proposal Package for the above referenced project as per the Services requested below.

The work was discussed on [Date] with the following individuals:

[List contact name, company, and email/phone number here]

[List contact name, company, and email/phone number here]

Your proposal is due on or before: [Time and Date]

Proposed Work Schedule: [Start/End Dates]

Instructions: Services Requested should be detailed below in collaboration with Consultant(s). In your description, specify the location(s) at which the Services will be provided and what documents (i.e. drawings, spec sheets, photos, etc.), if any, are being provided by the Judicial Council. Include all applicable schedule constraints. If detailed schedules and/or progress reports are required, include frequency, type(s) of information needed and, if applicable, any particular format to be used. Attach additional pages as needed.

Services Requested:

How is the Work Order to be Paid for?

- Lump Sum Price Basis
 Time and Materials Not to Exceed Basis
 Time and Materials Rates for Unplanned Priority 1 Services

****Contractor to complete the corresponding table in Contractor Proposal Form only.**

Service Type and Rate Category to be utilized for this Services request:

- Hourly Rates for General Maintenance and Repair Service Descriptions indicated in Table [].
 Hourly Rates for Staff Classifications during Standard Business Hours [].

END OF EXHIBIT E

APPENDIX F

Contractor Proposal Form



**JUDICIAL COUNCIL
OF CALIFORNIA**
ADMINISTRATIVE DIVISION
REAL ESTATE AND FACILITIES MANAGEMENT

Date: [Date]

Judicial Council Project Manager: [Project Manager Name] _____

Contractor Project Manager: [Project Manager Name] _____

[Address] _____

[Company] _____

[Address] _____

[Address] _____

[Phone/Fax] _____

[Phone/Fax] _____

[Email] _____

[Email] _____

Project: [Project Title] _____

FM/SWO: [FM / SWO Numbers] _____

SWO Start/End Dates: [Start/End Dates] _____

Master Contract: [Master Agreement Number] _____

MA Expiration Date: [MA# Expiration Date] _____

Does the Contractor agree to provide Services as detailed in Exhibit E, Services Request Form? Yes No

Lump Sum Price Basis:

| Service Type | | | Subtotal |
|--|-------|----------|-----------|
| <i>Consult Exhibit A to determine what Services are available under this particular Agreement.</i> | | | |
| General Audio-Visual Maintenance and Repair Services | | | \$ |
| [Service Type and name of Sub-Consultant, if applicable] | | | \$ |
| Materials Cost | Price | Quantity | Subtotal |
| [Materials – Description] | | | |
| [Materials – Description] | | | |
| TOTAL AMOUNT: | | | \$ |

Hourly Rates for General Maintenance and Repair Service Descriptions, including Priority 1 Assistance:

| Hourly Rate Services – General Maintenance and Repair Service Descriptions | Scheduling Criteria | Hourly Rate | # of Hours | Subtotal |
|--|-------------------------------------|-------------|------------|----------|
| Preventative Maintenance | Pre-scheduled event | | | |
| Scheduled Maintenance at Judicial Council Location | Within two (2) Business Days | | | |
| Scheduled Maintenance at Contractor Location | Within two (2) Business Days | | | |
| Short Notice Assistance at Judicial Council Location (Priority 1) | Within four (4) Business Hours | | | |
| Training and Consulting | Pre-scheduled training unrelated to | | | |

| | | | | |
|---------------------------|--|--------------|-----------------|-----------------|
| | a specific SWO. This is distinct from the training or consultation that is necessary to complete a Project, which shall be already covered by the SWO price. | | | |
| Materials Cost | | Price | Quantity | Subtotal |
| [Materials – Description] | | | | |
| [Materials – Description] | | | | |
| TOTAL AMOUNT: | | | | |

Hourly Rates for Staff Classifications during Standard Business Hours (“Business Day”):

| Staff Classification / Job Title | Hourly Rate | # of Hours | Subtotal |
|---|--------------------|-------------------|-----------------|
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| | | | |
| Materials Cost | Price | Quantity | Subtotal |
| [Materials – Description] | | | |
| [Materials – Description] | | | |
| TOTAL AMOUNT: | | | |

END OF APPENDIX F

**APPENDIX G
RATES BY SERVICE**

Hourly Rates for General Maintenance and Repair Service Descriptions, including Priority 1 Assistance:

| Hourly Rate Services – General Maintenance and Repair Service Descriptions | Scheduling Criteria | Hourly Rate |
|---|---|--------------------|
| Preventative Maintenance | Pre-scheduled event | |
| Scheduled Maintenance at Judicial Council Location | Within two (2) Business Days | |
| Scheduled Maintenance at Contractor Location | Within two (2) Business Days | |
| Time-Sensitive Assistance at Judicial Council Location (Priority 1) | Within four (4) Business Hours | |
| Training and Consulting | Pre-scheduled training unrelated to a specific SWO. This is distinct from the training or consultation that is necessary to complete a Project, which shall be included in the SWO price. | |

Hourly Rates for Staff Classifications during Standard Business Hours (“Business Day”):

| Staff Classification / Job Title | Hourly Rate |
|---|--------------------|
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END OF APPENDIX G

ATTACHMENT 1
PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

AGREEMENT NO.: [AGREEMENT NUMBER] between the Judicial Council of California (the “Judicial Council”) and _____
_____ (the “Contractor”) (the “Agreement”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ Notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Agreement including, without limitation, the requirement that Contractor and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date: _____

Proper Name of Contractor: _____

/ Subcontractor

Signature: _____

Print Name: _____

Title: _____

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND ALL SUBCONTRACTORS

END OF ATTACHMENT 1

ATTACHMENT 2

ACCEPTANCE AND SIGNOFF FORM

Description of Services or Deliverables provided by Contractor: _____

Date submitted to the Judicial Council: _____

The Services or Deliverables are:

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

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

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

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT 2

ATTACHMENT 3

AUDIO VISUAL EQUIPMENT INVENTORY LIST

This list is subject to change.

[audio visual inventory lists to be inserted here]

END OF ATTACHMENT 3

END OF AGREEMENT

ATTACHMENT 4
ATTACHMENT K
PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

AGREEMENT NO.: [AGREEMENT NUMBER] between the Judicial Council of California (the “Judicial Council”) and _____
_____ (the “Contractor”) (the “Agreement”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Agreement including, without limitation, the requirement that Contractor and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date: _____

Proper Name of Contractor: _____

/ Subcontractor

Signature: _____

Print Name: _____

Title: _____

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND ALL SUBCONTRACTORS

END OF ATTACHMENT 4
END OF AGREEMENT