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**EXHIBIT A
STANDARD PROVISIONS**

1. Indemnification (*)

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State, Courts and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

Contractor is an independent contractor, and is not an employee or agent of the AOC or any court. Contractor and its agents, employees and Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the AOC or a court. No Contractor or Subcontractor agent or employee is covered by any employee benefit plans provided to an employee of the AOC or a court. Contractor will determine the method, details and means of performing its obligations under this Agreement, including, without limitation, setting the wages and benefits for its agents and employees. The AOC and the courts are exempt from Government Code sections 19130-19134; accordingly, Contractor is not required to provide its agents or employees the wages or benefits described in those sections. Contractor is solely responsible for all matters relating to the payment of its agents and employees, including compliance with social security, withholding any and all employee benefits, and all regulations governing such matters.

3. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part. Any attempted assignment will be void or invalid.

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5. Time of Essence

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

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT

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EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “**Administrative Director**” refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- B. “**Amendment**” means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- D. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”
- E. “**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- F. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- G. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

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- H. **“Day”** means calendar day, unless otherwise specified.
- I. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- J. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- K. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- L. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- M. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- N. A **“Site”** is an Appellate District Division Court Site as specified in Attachment 1, Site Staffing Configurations.
- O. The **“State”** refers to the Judicial Council of California, Administrative Office of the Courts (**“AOC”**).
- P. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**

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- Q. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- R. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- S. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- T. “**Term**” refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work. The possible Terms of the Agreement are described further in this Exhibit’s paragraph 4, Agreement Term(s) and Options to Renew.
- U. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- V. “**Work**” or “**Work to be Performed**” or “**Contract Work**” or “**Services**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State, including non-sworn, unarmed, uniformed security guard services. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least thirty (30) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

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3. State's Obligation Subject to Availability of Funds (*)

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

4. Stop Work

- A. The State may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the 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, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The

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State 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 the Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

5. Agreement Term(s) and Options to Renew

- A. Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.
- B. The Agreement shall remain in effect for a two-year period from **June 1, 2012 through May 31, 2014, ("Initial Term")**.
- C. The parties agree that the State may elect to extend the Agreement up to one (1) optional Term, identified as follows, if authorized in writing in accordance with the terms and conditions of the Agreement:
- i. **Two years: from June 1, 2014 through May 31, 2016 ("First Option Term")**.
- D. In the event the State elects to exercise one or more options to extend the Agreement, as set forth in this provision, the parties will memorialize the extension via bilateral execution of the State's Standard Agreement form.
- E. In the event any option Term is exercised under this Agreement, Contractor's fees shall remain unchanged.

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6. Agreement Administration / Communication

A. Under this Agreement, the Project Manager, TBD, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager.

i. Any Notice from the Contractor to the State shall be in writing and shall be delivered the Project Manager as follows:

TBD, Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688

ii. Other than for Notices, the Project Manager may be contacted as follows:

TBD, Project Manager
Telephone: 415-865-TBD
Facsimile: 415-865-TBD
Email: TBD@jud.ca.gov

iii. Notice to the Contractor shall be directed in writing to:

TBD

iv. Other than for Notices, the Contractor may be contacted as follows:

TBD

7. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination / No Harassment Clause, as set forth in this Exhibit B.

8. Subcontracting

The Contractor shall not subcontract any part of this Agreement or services provided under this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

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9. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

10. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

11. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

12. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

13. Insurance and Bonding Requirements

A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage

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is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

- B. **Minimum Scope and Limits of Insurance.** The Contractor shall, at its own expense, maintain coverage and limits no less than the following:
- i. Worker's Compensation Insurance in compliance with California Labor Code section 3700
 - ii. Employers' Liability with limits not less than \$1,000,000.00 for each accident.
 - iii. Public Liability Insurance with a Combined Single Limit (CSL) of no less than \$1,000,000.00 per occurrence.
 - iv. Commercial General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
- C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.
- D. **Other Insurance Provisions.** The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The State, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the State original certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request. Each certificate must include (i) name and address of the insurance company, (i) the policy number, (i) beginning and ending dates of the policy, (iv) statement that neither the State of California, nor any of its agencies, will be responsible for any premium or assessment on the policy;

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- F. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide at least thirty (30) Days prior written Notice to the State of cancellation, nonrenewal, and reduction in coverage, mailed to the following address: Judicial Council, Administrative Office of the Courts, Senior Manager, Business Services, 455 Golden Gate Ave., Floor, San Francisco, CA 94102-3688.
- H. In the event Contractor fails to keep in effect at all times during the term of this Agreement the insurance coverage as herein prescribed, the State may, in addition to any other remedies it may have, terminate this Agreement effective the last day of insurance coverage.
- I. 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.
- J. Bonding: Guards must be covered under an employee fidelity bond with a limit of at least \$1,000,000.00.

14. Third Party Beneficiary

Each Site shall be an intended Third Party beneficiary of this Agreement. Without limiting the foregoing, the State and the Contractor agree and acknowledge that each Site shall have the right to enforce all terms and conditions set forth herein that affect such Site. In the event a Site gives conflicting instructions or makes conflicting determinations with respect to any matter, it shall be the State's responsibility to resolve any such conflict promptly.

15. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the State that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor

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requiring a promise of confidentiality concerning the Contractor's clients and business.

- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

16. Limitation on Publication

- A. The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the State without prior review and written permission by the State's Business Services Manager or the Public Information Officer.
- B. The State review shall be completed within thirty (30) Days of submission to the Project Manager and, if permission is denied, the State shall provide its reasons for denial in writing.

17. Limitation on State's Liability (*)

The State shall not be responsible for loss of or damage to any non-State equipment arising from causes beyond the State's control.

18. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the State agrees to the subcontracting in writing executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement. Violation of this provision shall confer no rights on any party and shall be void.

19. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v)

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adverse effects on the confidence of the public in the integrity of the government or this Agreement.

- B. The Contractor certifies and shall require any Subcontractor to certify to the following: Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

20. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.

21. Nondiscrimination / No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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E. The Contractor shall include the nondiscrimination / no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

22. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

23. California Law

California law, without regard to its choice-of-law provisions, governs 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.

24. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

25. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

26. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

27. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration,

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modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

END OF EXHIBIT

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**EXHIBIT C
PAYMENT PROVISIONS**

1. Contract Amount

The total amount the State may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, and any allowable expenses, shall be the actual costs not to exceed the Contract Amount of **TBD**, as set forth in this Exhibit.

2. Compensation for Work

A. The State agrees to pay the Contractor for services rendered in accordance with the billing rates outlined in table 1, below, for the Initial Term, and also the First Option Term if exercised.

Table 1A – Billing Rates Per Hour By Position for any Site

	<i>Bill Rate Per Hour</i>	<i>Overtime Rate Per Hour</i>
Sr. Supervisor	TBD	TBD
Supervisor	TBD	TBD
Level 1 Unarmed, Uniformed Security Guard	TBD	TBD
Level 2, Unarmed, Uniformed Security Guard	TBD	TBD

B. The unit billing hourly rates shown above are flat rates, which include all wages, benefits, allowances, and differentials, and are billable for time worked. Only Work performed by a Supervisor or Unarmed, Uniformed Security Guard is billable – no other work is billable, including any work performed by Contractor’s Relationship Manager. Overtime rate can be used, as expressly authorized, if hours worked exceeds eight (8) hours in a given day or forty (40) hours in a given week. The rates for holidays worked will be calculated and paid at a factor of 1.5 times the unit hourly rate. Reference Exhibit D paragraph 7, Holidays, for the applicable list of State holidays. **OVERTIME AND HOLIDAY WORK MUST BE EXPRESSLY AUTHORIZED BY THE STATE AND APPROVED IN WRITING BY THE CLERK ADMINISTRATOR OF THE COURT.**

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- C. The State will not be charged for overtime if the Contractor's relief guard is late for any reason and the current guard's shift is extended past eight (8) hours or a 40-hour week. The Contractor shall absorb such overtime costs.
- D. Contractor's billing rate for any relief guard shall be at a rate equal to or less than the originally scheduled guard. the State for a relief guard at a rate higher than the originally scheduled guard.
- E. The Contractor shall not be reimbursed for any supplies, equipment, or sundries utilized in performance of this Contract's work, unless specifically set forth in this Agreement.

3. Additional and/or Reduction in Service

- A. From time to time and as circumstances require, the security guards may be reassigned by written direction of the Project Manager, without further cost to the State. If additional security guard(s) are required, the additional cost to the State will be based on the hourly wages as set forth in paragraph 2, Compensation for Work. Overtime rates will not apply if the Project Manager provides the Contractor with thirty (30) calendar days prior written notice, if the assignment will be an on-going established position, or if a guard is required for oral arguments at the court (unless expressly provided otherwise in Exhibit E, Attachment 1, Site Staffing Configurations). If circumstances require, the State may reduce services of security guard(s) required herein. In any event, the State will pay for only those services actually received.
- B. In addition to the State's options under the preceding paragraph and under paragraph 3, Standard Provisions, upon thirty (30) Days' written notice, the State can delete or modify coverage at Site(s) that currently require security guard service, as set forth in Exhibit E, Attachment 1, Site Staffing Configurations. This Agreement shall remain in full force and effect for all affected Sites up until the effective date set forth in such notice. Deletion of a Site shall not affect the application of this Agreement to the other unaffected Sites.

4. Compensation for Allowable Expenses

- A. If authorized in writing by the State, the State shall reimburse the Contractor for pre-approved actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required to perform the work of this Agreement as follows:
 - i. For necessary air transportation, the State will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) Days prior to travel, unless the Project Manager agrees otherwise in writing.

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- ii. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse the Contractor for meal and lodging expenses. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per day: breakfast~\$6.00; lunch~\$10.00; dinner~\$18.00; and/or incidentals~\$6.00. Hotel room rental shall be reimbursed for the actual cost not to exceed \$110.00 per Day, plus tax and energy surcharge when applicable, or \$140.00 per Day, plus tax and energy surcharge when applicable, in the counties of Alameda, San Francisco, San Mateo, and Santa Clara.
 - iii. For necessary private vehicle ground transportation usage, the State will reimburse the Contractor at the Federal mileage rate per mile in effect.
 - iv. Upon the Project Manager's request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.
- B. Guards stationed at the Third District Court of Appeal in Sacramento shall be authorized to travel at the express request of the Clerk/Administrator, when the court holds oral argument or determines a need for security assistance at mediation proceedings at another location.

5. Direct Expenses

Except for allowable travel, lodging, and transportation, all fees and charges noted in this Agreement are inclusive of any and all clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

6. Other Expenses

The State shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative, operating expenses incurred during the performance of this Agreement.

7. Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

ATTACHMENT 2

8. Method of Payment

- A. Each week, the Contractor shall submit an invoice for Work provided as set forth in Exhibit D, Work to be Performed. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
- i. The Contract number.
 - ii. A unique invoice number.
 - iii. The Contractor's name and address.
 - iv. The Contractor's federal employer identification number.
 - v. Allowable expenses, if any, along with appropriate receipts.
 - vi. By each Site: the dates and hours worked by each guard category, the applicable rate, the extended amount, the total amount for the Site
 - vii. The total invoice amount.
 - viii. A preferred remittance address, if different from the mailing address or the following remittance address:

TBD

- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California
Administrative Office of the Courts
c/o Finance Division, Accounts Payable
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688

9. Disallowance

If the Contractor claims or receives payment from the State for a service or reimbursement that is later disallowed by the State, the Contractor shall promptly refund the disallowed amount to the State upon the State's request. At its option, the State may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

END OF EXHIBIT

ATTACHMENT 2

**EXHIBIT D
WORK TO BE PERFORMED**

1. Overview

- A. The Contractor shall furnish all labor and equipment necessary to provide Services in accordance with the terms, specifications, and conditions set forth in this Agreement, and in accordance with reasonable Post and Operational Orders and Directives that are issued by the AOC Senior Manager, Office of Emergency Response and Security (OERS).
- B. The Contractor shall provide uninterrupted, on-Site Service (unless otherwise specified) for all Sites during the coverage periods set forth in Exhibit E, Attachment 1. In the event a guard or supervisor is absent, injured, taken ill, on vacation or otherwise cannot provide the services at a Site at any given time, whether or not such inability to provide service occurs while on-the-job, the selected Contractor shall promptly provide a substitute guard or supervisor within one hour (60 Minutes).
- C. Personnel will be correctly dressed in clean and well fitting uniforms. Initial training to include basic understanding of screening equipment will be completed before personnel are posted to the Sites. Contractor will not charge for this initial training. Contractor will check their personnel's performance, dress, and training on a regular basis.

2. Tasks To Be Performed

- A. The Contractor shall perform the following Services at the Sites and during the times specified in Exhibit E, Attachment 1, Site Staffing Configurations.
 - 1. Monitor security desk consoles, as needed; conduct interior surveys and monitor public access points to court facilities and survey and report suspicious and/or unauthorized activity to appropriate court officials and law enforcement agencies;
 - 2. Provide a contractor liaison for each Site (whether on site or readily accessible) to maintain daily liaison functions with the Clerk of each Court at each Site and the "lead" or "senior" guard assigned to each Court;
 - 3. Coordinate and adjust, as necessary, station assignments through the direction of designated court officials;
 - 4. Prepare basic follow-up written reports, as required, on unauthorized, disruptive and/or illegal activities that may occur on or about the court Sites as well as weekly routine reports;
 - 5. Assist, upon request, in accompanying court officials and/or personnel to and from the building and parking lots.

ATTACHMENT 2

6. Work with the California Highway Patrol (CHP) Judicial Protection Section (JPS), building management staff, OERS and others to maintain complete and consistent security coverage at the Sites;
 7. Follow Post & Operation Orders and Directives published and generated from the OERS;
 8. Immediately notify the OERS in San Francisco of any major security or safety condition occurring in the facility (fire, criminal activity, threats against the Courts or any staff or judicial officer, any physical confrontation between any Court Security Guard and any visitor on State property);
 9. Assure that JPS is notified of any crime occurring on State property;
 10. Immediately notify the OERS in San Francisco if any employee assigned to court security duty is arrested or otherwise becomes the focus of a criminal investigation;
 11. Immediately notify the OERS in San Francisco of any complaints made by the Clerk of the Court or any justices of any Court;
 12. Immediately notify the OERS in San Francisco of any criminal, safety or health hazard which could affect Court operation.
- B. The Contractor's Relationship Manager will meet with the AOC Senior Manager, OERS as required, either by standing meeting or weekly-arranged meetings, unless the AOC, Senior Manager, OERS or designee is unavailable. The purpose of this meeting will be for the general exchange of issues, communication, and a review of the previous week's activities.
- C. The Contractor's Relationship Manager and the AOC Senior Manager, OERS will continue collaboration on standard operating procedures and tasks for assigned Contractor personnel. The Contractor's Relationship Manager will be responsible for dissemination of materials to the Contractor's local Area Supervisors throughout the State.
- D. The Contractor's local Area Supervisor shall supervise the Contractor's employees at each Court facility. Complaints received by the Contractor's Relationship Manager will be forwarded to the local Area Supervisor for resolution and follow up with the Contractor's Relationship Manager as to outcome.
3. Guard Requirements
- A. Application Approval: The names and applications of persons considered for court security duty shall be submitted to the AOC Senior Manager, OERS. OERS will work with the appropriate court liaison (as noted in Exhibit E, Attachment 2) to ensure that guard applicants meet the criteria as set forth in the Agreement and will arrange on-site interviews through the court liaison and the CHP representative. The AOC's OERS unit will serve as a single point of contact for the Contractor and the court liaison, coordinating all replacements and new positions. Authorization for the

ATTACHMENT 2

Contractor to replace personnel will be the sole responsibility of the Administrative Office of the Courts.

- B. **Supervision:** Guard staff at each Site shall be managed by the Contractor's area supervisor, as liaison between the selected Contractor's local office, the Clerk of each Court at each Site, and the OERS. The area supervisor shall maintain liaison with the Clerk of the Court and the selected Contractor's "lead" or senior guard daily assigned to each Site.
- C. **Experience:** Guards must have adequate experience to perform their assignments.
- D. **Current Permanent Registration Card:** Guards must have, at the time of assignment, guard registration cards issued by the California Department of Consumer Affairs. Copies shall be provided upon request of the OCS.
- E. **Physical Qualifications:** All guards assigned to work under this Agreement must be in good physical condition for the work they are to perform. The Contractor shall provide guards that are fully capable of performing work, requiring moderate to arduous physical exertion under either normal or emergency conditions. Notwithstanding Exhibit B, Paragraph 6, Manner of Performance of Work, because the physical and mental abilities described in this Exhibit D, paragraph 2, subparagraphs F and G, are essential qualifications for satisfactory job performance, Exhibit D, paragraph 2, subparagraphs F and G, shall govern over the provisions of the Nondiscrimination/No Harassment Clause, Exhibit B, paragraph 20, subparagraph A to the extent that an applicant's medical condition, physical handicap, mental or physical disability must be considered in assessing the applicant's ability to meet the job requirements set forth herein.
- F. **Mental Qualifications:** Guards must be mentally alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training.
- G. **Literacy:** Each security guard provided by the Contractor shall have the ability to read and write the English language; understand and carry out oral and written directions; think and act quickly and effectively in emergencies; write accurate and clear reports; and monitor environmental and electronic security systems.
- H. **Training:** In addition to any Department of Consumer Affairs required training and prior to their initial assignment, the Contractor shall provide evidence of the following training:
 - 1. Training in First Aid and CPR, with current certification.
 - 2. Training in security and emergency procedures and crowd control.
 - 3. On-going, in-service training updates for all guards assigned to court security duty. Such training shall either meet or exceed industry standards for unarmed guards.

ATTACHMENT 2

4. Annual certification of training taken by each guard during the preceding twelve (12) months to the Project Manager by June 1st of each year.
- I. Post Instructions: The security guard(s) will, at all times, be familiar with, but not limited to, the following specific post instructions:
1. Emergency telephone numbers;
 2. Emergency fire and fire alarm procedures;
 3. Emergency intrusion alarm procedures;
 4. Floor plans (location of alarms and alarmed doors);
 5. Medical emergencies;
 6. Elevator emergencies/malfunctions;
 7. Bomb threats;
 8. Earthquakes;
 9. Access control;
 10. Deliveries;
 11. Equipment removal policy and procedures;
 12. Building patrol procedures;
 13. Life/safety systems.
- J. Uniform: All security guards assigned to this Contract will be uniformed in the standard uniform of the Contractor. That uniform will include an insignia identifying them as employees of the Contractor. The Project Manager shall approve any proposed changes to the uniform in advance. Uniform changes are at no cost to the State.
- K. Required and Prohibited Activities:
1. The Contractor shall ensure that all assigned guards meet the following standards of conduct and appearance:
 - a. Guards shall maintain clean and neat appearance and a courteous attitude;
 - b. Guards shall keep their uniforms in good condition, cleaned and pressed, and shall wear a complete uniform while on duty;
 - c. Guards shall keep all equipment clean and in good condition; and
 - d. Guards shall maintain high visibility, answer routine questions for directions and handle minor problems.
 2. While on duty in the State facility, guards shall not:
 - a. Listen to radios, MP3 players, smart phones or any other audio medium that is not job related;
 - b. Watch television;

ATTACHMENT 2

- c. Use unauthorized computers or use State computers for anything other than authorized uses;
- d. Use any kind of headphones, ear buds or other hearing device not authorized, exceptions are personal hearing aids;
- e. Read any materials that are not job related (required reading by the contractor) or authorized by the court or OERS personnel;
- f. Use State telephones for other than State business;
- g. Use personal cell or mobile phones while on duty, except while on official breaks;
- h. Leave their area of responsibility;
- i. Entertain personal visitors;
- j. Be under the influence of illegal drugs or alcohol;
- k. Be under the influence of prescribed medications, which may affect job performance;
- l. Display a discourteous, abrupt, abrasive, or belligerent attitude;
- m. Carry or display any sort of weaponry; and
- n. Sleep.

L. Reporting:

- 1. Security guards shall complete all required security reports that are issued by the OERS. Written reports are required weekly, plus a monthly report of activities. Reports are to be sent to the OERS at 455 Golden Gate Ave., San Francisco, CA 94102. These reports shall include, but are not limited to the following items:
 - a. Identify any exterior doors not properly secured. If the situation is of a suspicious nature, notify the appropriate law enforcement agency;
 - b. Identify any exterior doors with defective hardware which might affect building security;
 - c. Report any incidents affecting the safety or security of the building or occupants;
 - d. Report any defective exterior lights;
 - e. Note any areas where staff is working after hours;
 - f. Report unusual circumstances, suspicious persons and any other problems encountered to the appropriate law enforcement agency;
 - g. Assault, burglary, robbery, vandalism, or any suspicious activities shall be reported to the CHP JPS, or appropriate law enforcement agency. If an emergency, the guard shall dial 911;
 - h. A seriously injured or ill person, i.e., heart attack, stroke, or seizure, should be reported by dialing 911;
 - i. If fire or smoke is detected, the guard shall dial 911 and alert building occupants; and
 - j. Electrical outages, broken pipes, smashed windows, etc., notify those persons designated by the State, and request that building and

ATTACHMENT 2

- grounds or the landlord be notified in order to affect immediate repairs.
- k. The Contractor will complete all reports dealing with security, law violation, injury, and appropriate incident reports as required.
 - l. Other items requested by the AOC, Senior Manager OERS, the Project Manager, or the local security liaison.
 - m. Contact information for the OCS shall be provided to the selected Contractor in writing.
2. Contact information for the CHP and local security liaisons shall be provided to the Contractor in writing. The Area Supervisor shall contact the CHP, local security liaisons, and the AOC Senior Manager, OERS for any of the following occurrences:
- a. Any major security/safety conditions occurring in the facility i.e. fire, felony crimes, threats against the courts, homicides on court property and/or any physical confrontations occurring between any Court Security Officer and visitor on State property.
 - b. Any employee of the Contractor assigned to court security is arrested or otherwise becomes the focus of a criminal investigation.
 - c. Any complaints made about an employee of the Contractor assigned to court security by AOC management, the Clerk of the Supreme Court, a Clerk Administrator or Assistant Clerk Administrator of a Court of Appeal or any justice of a court.
 - d. Any criminal, observed safety, or observed health hazard occurs at the facility which could affect the court operation.
 - e. In the event of any major conflict or disturbance, the Contractor's personnel shall promptly contact the appropriate law enforcement agency for assistance.
- M. Cooperation: The Contractor and its assigned personnel will at all times cooperate with the CHP, local law enforcement personnel, AOC and Court management staff, OERS Unit personnel, and other public agencies in the course of their normal duties.
4. Performance
- A. The State may reject or require the replacement of any guard who, in its sole judgment, does not meet the requirements of this Agreement or has demonstrated unsatisfactory job performance. The State may permanently declare the guard unqualified or it may permit the guard to perform under this Agreement after completing additional training or meeting other specified conditions.
 - B. If the replacement of a guard is required by the State, due to sickness, emergency leave, or termination of employment, the Contractor shall provide such replacement

ATTACHMENT 2

personnel, who conform to this contract's requirements, within no more than four (4) hours and at no additional cost to the State.

- C. No interruption of service to the State will be realized because of Contractor personnel's scheduled vacations.
- D. Repeated instances of unsatisfactory job performance by assigned guards shall be a material breach of this Agreement by the Contractor, justifying State in terminating this Agreement pursuant to Exhibit A, paragraph 3, Standard Provisions.

5. Background Checks

The Contractor shall conduct personal background checks on all personnel before they are assigned to this Agreement. Background checks must include fingerprinting. The Judicial Council of California reserves the right to review the personal background and to conduct security clearances on all personnel assigned. The Judicial Council may verify each license and obtain a complaint history of the Contractor from the Department of Consumer Affairs, Bureau of Collection and Investigative Services.

6. License and Permits

The Contractor and Contractor agents and employees shall possess all licenses, registrations, and permits required by the California Department of Consumer Affairs, Bureau of Collection and Investigative Services. Such license and permits are to be presented to the State agencies on demand, and include the following:

- A. Private Patrol Operator's License: The Contractor shall furnish its current and valid private patrol operator's number. The Contractor shall notify the Project Manager immediately if its license expires without immediate renewal or is suspended or cancelled. Expiration without immediate renewal, suspension or cancellation of the Contractor's private patrol license automatically terminates this Agreement, and the State will not pay for services rendered after effective date of the expiration, suspension, or cancellation. The State may reinstate the Agreement, if the State determines, at its sole discretion, that the expiration without immediate renewal, suspension, or cancellation was caused by administrative error by a state agency or by an excusable error in completing applications by the Contractor, and the license has been reinstated or renewed.
- B. Guard Registration Card: The Contractor's security guards shall be registered and shall have a current and valid guard registration card in their possession while on duty. The guard registration cards must be current, and must be presented to State agencies upon demand. If a Contractor's security guard is unable to present his/her guard registration card upon demand, he/she will be relieved from duty and Contractor shall, within seventy-two (72) hours or sooner, provide a security guard who has appropriate cards in his/her possession, at no additional cost to the State. This Agreement is

ATTACHMENT 2

subject to immediate termination if the Contractor is unable to provide security guards which conform to the Agreement's requirements. The Contractor shall also maintain all other business and professional licenses that may be required by Federal, State, and local codes.

7. Holidays

Unless expressly required, no Work will be performed or paid for on State holidays. State holidays are as follows:

New Year's Day
Martin Luther King, Jr., Day
Lincoln's Birthday
Washington's Birthday
César Chávez Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

END OF EXHIBIT

RFP: Unarmed Security Guard Services
RFP No.: OERS-201101-RB

ATTACHMENT 2

**EXHIBIT E
ATTACHMENTS**

This Exhibit includes the following form(s):

Attachment 1, Site Staffing Configurations
Attachment 2, List of Court Liaisons
Attachment 3, Job Descriptions
Attachment 4, Contractor's Policies

END OF EXHIBIT

ATTACHMENT 2

EXHIBIT E
ATTACHMENT 1
SITE STAFFING CONFIGURATIONS -

Appellate District Division Court Site	Hours Per Week
Supreme Court, First District Court of Appeal; Administrative Office of the Courts – San Francisco	112.5
Second District Court of Appeal – Los Angeles	280
Second District Court of Appeal, Division Six – Ventura	40
Third District Court of Appeal - Sacramento	150
Fourth District Court of Appeal, Division One – San Diego	40
Fourth District Court of Appeal, Division Two - Riverside	76
Fourth District Court of Appeal, Division Three – Santa Ana	80
Fifth District Court of Appeal – Fresno	80
Sixth District Court of Appeal – San Jose	55

Note: Additional information to be provided following AOC’s receipt of Attachment 8, Non-Disclosure Agreement

ATTACHMENT 2

CONFIDENTIAL - TO BE PROVIDED TO THOSE SUBMITTING A SIGNED NDA
EXHIBIT E
ATTACHMENT 1
SITE STAFFING CONFIGURATIONS -

[PLACEHOLDER FOR CONFIDENTIAL SITE STAFFING CONFIGURATIONS]

[END OF ATTACHMENT 1]

ATTACHMENT 2

**EXHIBIT E
ATTACHMENT 2
LIST OF COURT LIAISONS**

TBD

[END OF ATTACHMENT 2]

ATTACHMENT 2

CONFIDENTIAL - TO BE PROVIDED TO THOSE SUBMITTING A SIGNED NDAa

**EXHIBIT E
ATTACHMENT 3
JOB DESCRIPTIONS**

[PLACEHOLDER FOR JOB DESCRIPTIONS]

ATTACHMENT 2

**EXHIBIT E
ATTACHMENT 4
CONTRACTOR'S POLICIES**

[PLACEHOLDER FOR CONTRACTOR'S POLICIES ON:

- **Uniforms**
- **Pre-post non-billed training**
- **Post assignment training**
- **Certifications that assigned personnel will receive and be required to maintain**

ATTACHMENT 2

APPLICABLE SB 78 TERMS

1. Contractor Certification Clauses

1.1 Representations and Warranties. Contractor or Contractor's representative (Contractor) certifies that the following representations and warranties are true:

(A) *Authority.* Contractor is qualified to do business and in good standing in the State of California. Contractor has authority to enter into and perform its obligations under this Agreement, which constitutes a valid and binding obligation of Contractor.

(B) *Not an Expatriate Corporation.* Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the AOC.

(C) *No Gratuities.* Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any member, justice, judicial officer, judge, officer, employee, or agent of the AOC with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning its performance under this Agreement.

(D) *No Conflict of Interest.* Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410, or 10411, which, in general, limit entering into (i) follow-on contracts with a consultant who would benefit thereby from the consultant's advice provided under the first contract, or (ii) contracts with former employees of the AOC; 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 certain judicial branch entities.

(E) *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.

(F) *No Litigation.* No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform under this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on

ATTACHMENT 2

Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform under this Agreement.

(G) *Compliance with Laws Generally.* Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.

(H) *Work Eligibility.* All personnel assigned to perform work under this Agreement are able to work legally in the United States and possess valid proof of work eligibility.

(I) *Union Organizing.* As required under Government Code sections 16645 - 16649, Contractor has not used any funds received from the AOC under this Agreement to assist, promote, or deter union organizing.

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

(K) *Domestic Partners, Spouses, and Gender Discrimination.* Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees. (*)

(L) *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. (*)

(M) *Child Support Compliance Act.* Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

ATTACHMENT 2

- b. **Covenant as to Representations and Warranties.** Contractor shall cause its representations and warranties above to remain true during the term of this Agreement, and Contractor shall promptly notify the AOC if any representation and warranty becomes untrue.

2. Special Provisions for Agreements Providing for Progress Payments

If this Agreement provides for the making of progress payments to Contractor (e.g., in connection with the purchase and sale of any customizable goods), the AOC shall make the progress payments in arrears not more frequently than monthly and only following successful completion of any clearly identifiable project milestones set forth in this Agreement and that Contractor has successfully achieved on the date indicated. The AOC shall withhold an amount of not less than 10 percent from each installment payment pending final completion of all work.

3. Special Provisions for Federally-funded Agreements

If this Agreement is funded in whole or in part by the federal government, then:

- It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made;
- This Agreement is valid and enforceable only if sufficient funds are made available to the AOC by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner;
- The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds.
- The parties may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than 30 Days' notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
- Exemptions from the above requirements may be granted if the AOC can certify in writing that federal funds are available for the term of this Agreement.

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4. Special Provisions regarding DVBE Participation Certification

If Contractor made a commitment to achieve disabled veterans business enterprise participation, Contractor shall within 60 Days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the AOC: (i) the total amount the prime Contractor received under the Agreement; (ii) the name and address of any disabled veterans business enterprises (DVBE) that participated in the performance of this Agreement; (iii) the amount each DVBE received from the Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

5. Loss Leader Prohibition

Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030.

6. Special Provisions Applicable to Competitively Bid Agreements; Antitrust Claims (*)

The AOC and Contractor shall comply with the requirements of Government Code sections 4552-4554, which concern the assignment of claims and reimbursement of specified costs regarding the Clayton Act (15 U.S.C., sec. 15) and the Cartwright Act (Business and Professions Code, section 16700 et seq.).

7. Special Provisions for Agreements for Certain Services with Compensation over \$200,000

Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

8. Special Provisions for Agreements Providing for Reimbursement of Costs; Union Activities Certification Requirement

If this Agreement provides for the reimbursement of costs to Contractor, as required under Government Code section 16645.1, Contractor shall include with any request for cost reimbursement from the AOC’s funds a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing.

[END OF APPENDIX]