

RFP Title: Janitorial Services

RFP Number: 2026-04

REQUEST FOR PROPOSALS

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF
PLUMAS**

REGARDING:

RFP TITLE: JANITORIAL SERVICES

RFP NUMBER: 2026-04

PROPOSALS DUE:

August 28, 2026, NO LATER THAN 3:00 P.M. PACIFIC TIME

TO: POTENTIAL PROPOSERS

FROM: The Judicial Council of California, on behalf of Plumas Superior Court of California.

DATE: July 31, 2026

SUBJECT / PURPOSE: The Judicial Council of California (JCC) is conducting this RFP on behalf of Superior Court of California, County of Plumas. Plumas Superior Court seeks to enter into a “Master Agreement” with a suitable vendor with expertise in Janitorial Services.

ACTION REQUIRED: You are invited to review and respond to this RFP as posted on the Plumas Superior Court’s website at www.Plumas.courts.ca.gov.
Project Title: Janitorial Services.

MANDATORY ONSITE PRE-BID CONFERENCE: **RFP Number: 2026-04**
August 6, 2026, 10:00 AM, PT
Superior Court of California, County of Plumas, 520 Main Street, Room 104, Quincy, CA, 95971

DUE DATE AND TIME FOR SUBMITTAL OF QUESTIONS: The deadline for submittal of questions pertaining to the solicitation document:
August 14, 2026, no later than 3:00 PM (PT)

PROPOSAL DUE DATE AND TIME: **Proposals must be received by:**
August 28, 2026, no later than 3:00 PM (PT)

Attachments

Attachment 1	Administrative Rules Governing RFPs
Attachment 2	Judicial Council of California Standard Terms and Conditions
Attachment 3	Proposer's Acceptance of Terms and Conditions
Attachment 4	General Certifications Form
Attachment 5	Darfur Contracting Act Certification
Attachment 6	Unruh Civil Rights Act and California Fair Employment and Housing Act Certification
Attachment 7	DVBE Bidder Declaration
Attachment 8	Bidder Declaration

Exhibits

Exhibit 1	Cost Proposal Sheet
Exhibit 2	Proposer's Response Template

1.0 BACKGROUND INFORMATION

The Superior Court of California, County of Plumas (“Judicial Branch Entity” or “JBE”) is seeking Proposals from a qualified person or entity with expertise in providing Janitorial Services. The work must be performed by an employee or principal of the winning proposer; no subcontracting is permitted for this solicitation. The JBE anticipates awarding one contract for an initial five (5) year term, with three consecutive one-year options for a potential maximum term of eight years. Each of the three one-year option terms may be exercised at the JBE’s sole discretion.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

Below are the services that the proposer must be able to provide—without the use of subcontractors—at the Superior Court of California, County of Plumas, 520 Main Street, Room 104, Quincy, CA, 95971 under any contract resulting from this RFP (“Contractor” refers to the winning proposer):

Services to be provided under the general direction of the Court Executive Officer.

Services to be provided are regular cleaning services at the Plumas Superior Court to be completed based upon a mutually agreed schedule. Services include sweeping, mopping, buffing, vacuuming of all floor surfaces, dusting of all furniture, windowsills, blinds, built-in cabinets, counter tops, wipe down/clean outside of appliances, clean all sinks, counter tops and surface areas appropriately, fill paper products and soap dispensers in restrooms, outside trash receptacles, and thoroughly clean and disinfect all restrooms.

Services are to be provided once a week outside of normal business operating hours, Monday through Friday from 8:00 AM to 5:00 PM to support minimal disruption to daily business operations.

Cleaning supplies will be purchased by the court. The Contractor awarded the contract will be expected to notify Administration staff promptly of any supply whose stock has decreased to a one-month supply to allow for supplies to be purchased and restocked.

2.1 Areas to be cleaned:

1st Floor:

Suite 104- Clerks Office including CEO Office
Room 120- Courtroom and Chambers (D2)
Room 119- Courtroom and Chambers (D3)

2nd Floor:

Room 201

3rd Floor:

Suite 303- Court Reporter/Court Conference

Judge's Chambers and Restroom

Room 306- Courtroom (D1)

4th Floor:

Room 405 Grand Jury Meeting Room and Restroom

2.2 Scope

Lobbies:

- Straighten magazines.
- Wipe chairs and/or spray with disinfectants.
- Dust and wet mop floors.
- Trash receptacles emptied.
- Flat surfaces wiped free of dust.
- Children's toys sprayed with disinfectants.

Restrooms:

- Disinfect sinks and mirrors with all-purpose cleaner removing water spots.
- Sink build-up removed as needed.
- Disinfect toilets, seats lifted and cleaned. Outside toilet bowl disinfected including base of toilet.
- Remove toilet ring build-up as needed.
- Sweep and mop floors with disinfecting cleaner.
- Empty trash receptacles.
- Disinfect stainless steel surfaces and polish to maintain shiny appearance.
- Clean baby changing stations with disinfectants.

Administration Areas:

- Empty trash receptacles.
- Wipe countertops.
- Straighten furniture.
- Vacuum, sweep, and mop floors.

Break Rooms:

- Wipe and disinfect countertops and appliance exteriors including handles.
- Sweep and mop floors with disinfecting cleaner.

Additional Office Space Duties:

- Windowsills and blinds wiped down/dusted weekly.

3.0 EXPERIENCE

Contractor must have at least three (3) consecutive years documented experience in providing services similar to the ones being solicited, as described in this RFP.

4.0 BACKGROUND CHECKS

Contractor shall perform background checks for the employees being assigned to work at the Court. Contractor must not assign individuals who have a felony conviction or have been incarcerated or on probation within the past two years to work at the Court. Background checks will be paid for by the Contractor.

5.0 CONTRACTOR BUILDING RESPONSIBILITIES

5.1 Contractor shall provide relief personnel as necessary to ensure that each assignment is performed per specifications and deliverables, regardless of employee absenteeism.

5.2 The lead person and all staff on any janitorial crew shall be able to read, write, speak and understand the English language to the extent required for communication in person, via telephone, and in writing with designated Facilities and Court representatives in connection with the janitorial duties to be performed. Further, the communication ability shall extend to being able to call the appropriate law enforcement agencies and or an alarm company in the event of a break-in or inadvertent activation of fire or panic alarm system.

5.3 The contractor will be required to learn the proper operation of the security alarm systems used in the Facilities, if necessary, and ensure that the building is properly secured, locked, and lights off when they are the last ones to leave the building after hours. In addition, the Contractor shall ensure that all employees are properly trained on safety and emergency procedures (such as fire building evacuations, etc.) for the facilities in which they work.

5.4 Contractor shall notify Court of any irregularities noted during performance of services including, but not limited to, doors left unlocked, lights not working or left on, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or damage to the building or its contents.

5.5 No unauthorized visitors or workers will be allowed into the Court premises. The Court must approve all individuals visiting or working at their Facilities.

5.6 Contractor employees are prohibited from using, tampering with or removing from Court premises Court equipment, including, but not limited to, computers, networks, photocopiers, fax machines, telephones, printers, consumable supplies and office supplies. The removal of Court equipment or consumable supplies is prohibited, and the Court will seek prosecution of any individual(s)

who may do so. The Court will also seek financial restitution for the use and or removal of equipment and or supplies from the Court.

5.7 Contractor employees are prohibited from reading, disturbing or making copies of any case files or other proprietary documents or information on desks or other work areas. Contractor employees are also prohibited from opening any drawers, file folders or file cabinets.

5.8 If the Court finds any Contractor's employee to not be satisfactorily performing the services as described in this Statement of Work, the Court shall reserve the right to direct the Contractor to replace this employee immediately. This provision in no way requires the Contractor to terminate the employment of any employee replaced pursuant to this paragraph. Nor, by the terms of this section, does the Court endorse or approve (expressed or implied) any termination by Contractor of any employee replaced pursuant to this paragraph.

5.9 The Contractor is responsible for maintaining satisfactory standards for employees in regard to conduct appearance and integrity (i.e. use of foul language, use of Court staff's personal items, cooking, phone and TV usage). The Contractor's employees shall present a neat and clean appearance at all times while performing work at the Facilities.

6.0 CLEANING METHODS

6.1 Cleaning/disinfecting toilets and urinals shall always include the exterior portion of the fixture with an emphasis on the toilet seat and the top, front and sides of the toilet bowl down to the ground.

6.2 Water/disinfectant solution used for mopping floors shall be changed when dirty, such that the definition of a damp-mopped floor in the preceding section cannot be met.

6.3 Separate dust mops and mops shall be used for bathrooms. Such implements shall be clearly identified as to their use. Any implement used in the bathroom shall not be used on a non-bathroom floor until or unless laundered or similarly cleaned.

6.4 Once used in a bathroom, a water/disinfectant damp-mopping solution shall never be used for a non- bathroom floor.

6.5 No janitorial services shall be carried out on electronic or powered office machines including telephones, personal computers, monitors, keyboards, mice, printers, switches, scanners, copiers, fax machines, calculators, projectors, televisions, DVD/CD players, or similar devices.

7.0 STORAGE OF SUPPLIES AND EQUIPMENT

- 7.1 Storage locations for supplies and equipment are located throughout the building. Products currently in use may be stored in janitorial closets throughout the building for ease of access. Stock received will be stored in the loading area adjacent to the supply closet and will be stocked by the contractor.
- 7.2 The Contractor shall utilize designated janitorial closets for the storage of the Court provided equipment and cleaning materials.
- 7.3 Equipment and cleaning materials shall not be piled or stored at any location to hinder normal business operations or to constitute a hazard to people or property.
- 7.4 All cleaning materials which are stored in the liquid state shall be stored on shelves not higher than three (3) feet above the floor, or in court designated storage areas.
- 7.5 All products stored in secondary containers shall be properly labeled as to the contents in accordance with applicable regulations, laws and ordinances.
- 7.6 All chemical and/or cleaning products shall be stored and marked in accordance with applicable regulations, laws and ordinances.

8.0 CONSUMABLE SUPPLIES/INVENTORY

- 8.1 All paper goods (toilet paper, paper towels, seat covers), liquid antibacterial hand soaps, sanitary napkins/tampons required in refilling dispensers, including trash receptacle liners will be furnished by the Court. It is the responsibility of the Contractor to notify administrative court staff when any supply has depleted to a one-month supply to allow sufficient time for the court to replenish the stock.

9.0 CLEANING MATERIALS AND SUPPLIES

- 9.1 Only cleaning materials meeting industrial standards will be acceptable in the performance of this work. The court reserves the right to specify the type and quality of all cleaning materials used in the work. In the event a substitution is necessary for a required material, written notice will be provided to the Contractor, and a material of equal value will be substituted at no additional cost to Court.
- 9.2 Under no circumstances will cleaning tools and cleaning materials be left unattended during normal business hours.

- 9.3 The Contractor shall handle chemicals provided at each site so as to minimize the possibility of exposure of facility occupants to acid based or caustic based cleaning materials.
- 9.4 All chemicals used for these services shall be submitted and pre-approved by designated court personnel.
- 9.5 The Court will furnish all cleaning materials and supplies as required to complete janitorial service to all locations which includes but is not limited to cleansing powder, disinfectants, deodorant tablets for urinals, ammonia-based glass and surface cleaner, dust cloths, grease cleaner, carpet shampoo, floor stripper and finish. It is the responsibility of the Contractor to notify administrative court staff when any cleaning material or supply has depleted to a one month supply to allow sufficient time for the court to replenish the stock.
- 9.6 All unused products and empty containers shall be properly disposed of by the Contractor as required by federal, state and local laws and regulations. The Contractor shall provide the Court with documentation of proper disposal of all products and containers used in the performance of services if required by law.
- 9.7 Material Safety Data Sheet: It is required by law that all hazardous cleaning materials be accompanied with a "material safety data sheet" (MSDS) at time of delivery. Contractor shall post current MSDS sheets in appropriate areas and shall provide copies to the Court for its required postings.
- 9.8 Labor: Hours of work for this contract shall be in accordance with, and subject to, the provisions of the State of California labor code.
- 9.9 All cleaning materials and supplies shall be Environmentally Friendly.

10.0 TIMELINE FOR THIS RFP

The JBE has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the JBE.

EVENT	DATE
RFP issued	July 31, 2026
Mandatory Onsite Pre-Bid Conference- Superior Court of California, County of Plumas, 520 Main Street, Room 104, Quincy, CA, 95971	August 6, 2026, 10:00 AM PT
Deadline for questions submitted to: TCSolicitation@jud.ca.gov	August 14, 2026, 3:00 PM, PT
Questions and answers posted at: www.Plumas.courts.ca.gov (<i>Estimate only</i>)	August 21, 2026
Final proposal due date and time. Proposals must be submitted to: TCSolicitation@jud.ca.gov	August 28, 2026, 3:00 PM, PT
Evaluation of proposals (<i>estimate only</i>)	September 11, 2026
Notice of Intent to Award (<i>estimate only</i>)	September 18, 2026
Agreement executed by this deadline (<i>estimate only</i>)	October 1, 2026

11.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing	These rules govern this solicitation.
Attachment 2: JBE Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the "Proposer") must sign this JBE Standard Form agreement (the "Terms and Conditions").
Attachment 3: Proposer's Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 7: DVBE Bidder Declaration	Complete and return this form with the proposal only if Proposer wishes to declare DVBE status.
Attachment 8: Bidder Declaration	Complete and return this form with the proposal only if Proposer wishes to claim the DVBE incentive associated with this RFP.
Exhibit 1: Cost Proposal Sheet	The Proposer must complete and submit the Cost Proposal Sheet with its proposal.
Exhibit 2: Proposer Response Template	The Proposer must complete and submit the Proposer Response Template with its proposal.

12.0 PAYMENT INFORMATION

12.1 The JBE does not pre-pay for any goods or services.

12.2 The method of payment to the Contractor will be monthly, in arrears, upon presentation of each invoice for any work completed.

12.3 For services performed and accepted, the Contractor shall submit a monthly invoice to JBE which will be paid within 30 days of the date of the invoice.

13.0 MANDATORY PRE-BID CONFERENCE (ONSITE)

13.1 The JBE will hold a pre-bid conference on the date identified in the timeline above. The pre-proposal conference will be held at JBE's office at County of Plumas Superior Court, 520 Main Street, Room 104, Quincy, CA, 95971

13.2 Attendance at the pre-proposal conference is mandatory for proposals to be considered. Each Proposer must be certain to check in at the pre-proposal conference.

14.0 SUBMISSIONS OF PROPOSALS

14.1 Proposers should respond to every section of this RFP, all attachments and all exhibits. Proposers may download the original RFP documents from the JBE website, www.Plumas.courts.ca.gov. Each document forming a part of this RFP will be available individually for Proposers' review and use.

14.2 A Proposer Response Template has been included (Exhibit 2) to standardize RFP responses. Proposals should provide straightforward, concise information. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements and completeness and clarity of content.

14.3 Proposal must be submitted to the email address identified in Section 10, Timeline for this RFP, no later than the due date and time stated in that Section. To be considered, Proposals must be submitted with authorized signatures by the due date and time. Proposers must write the RFP title and number in the subject line of the Proposal emails:

Subject: Janitorial Services 2026-04

14.4 Submission acceptance will be based on the date and time the emails are received by the Judicial Council. Emails must be received prior to the due date and time or the Proposal will not be accepted. Due to the potential for email transmission delays, which may cause late receipt and non-acceptance of Proposals, it is recommended that Proposers email their Proposals well in advance of the due date and time. **Proposers should confirm that their Proposals are successfully emailed and received by checking their Junk**

folders for “Undeliverable” emails. Contact the JBE using the TCSolicitation email provided in Section 10 if issues arise.

14.5 The rules governing this solicitation are found in Attachment 1, Administrative Rules Governing RFPs.

14.6 Late Proposals will not be accepted.

15.0 PROPOSAL CONTENTS

The following information must be included in Exhibit 2- Proposer’s Response Template. A proposal lacking any of the following information may be deemed non-responsive.

15.1 Proposer Information-

- a. The Proposer’s name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. The name, title, address, telephone number, and email address of the individual who will act as a Proposer’s designated representative for purposes of this RFP.

15.2 Company Overview and Information-

- a. Company name, headquarters location, date founded, ownership (private/public, joint venture, etc.), organization structure, number of years providing information janitorial services and total number of employees.
- b. Financial statements for the last three years together with a current certification made by the chief financial officer stating that statements are current, accurate and complete with the exception of any material adverse changes specifically described that have occurred in the status and/or prospects of Proposer since the effective date of the most recent financial statements.

15.3 Business Disputes

- a. Provide details of any disciplinary actions or other administrative action taken by any jurisdiction or person against Proposer. List and summarize all judicial or administrative proceedings involving your sourcing activities, claims of unlawful employment discrimination, and

antitrust suits in which you have been a party within the last five years.
If Proposer is a subsidiary, submit information for all parent companies.

15.4 Overview of Proposer's Qualifications

a. Résumés

For each key staff member: a résumé of key staff members as outlined in Exhibit 2, Proposer Response Template, describing the individual's experience, as well as the individual's ability and experience related to the services described in RFP section 2.0.

Capabilities- Discuss the Proposer's ability to provide the services described in RFP Section 2.0.

b. References

Names, addresses, and telephone numbers of a minimum of three customers for whom the Proposer has provided similar services.

15.5 Certifications, Attachments and Other Requirements.

- a. Proof of Good Standing. If Proposer is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that Proposer is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer conducts or will conduct (if awarded the contract) intrastate business in California, proof that Proposer is qualified to do business and in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, proof that Proposer is in good standing in its home jurisdiction.
- b. Business License. Copies of the Proposer's current business licenses, professional certifications or other credentials.
- c. Certificate of Insurance. Copy of the Proposer's Certificate of Insurance.
- d. General Certifications. Proposer must complete and submit the General Certifications Form (Attachment 4).
- e. Darfur Contracting Act Certification. Proposer must complete and provide the Darfur Contracting Act Certification (Attachment 5).

- f. Unruh Civil Rights Act and California Fair Employment and Housing Act Certification. Proposer must complete and provide the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 6).
- g. DVBE Bidder Declaration. Proposer must complete and provide the DVBE Declaration (Attachment 7). **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.
- h. Bidder Declaration. Proposer must complete and provide the Bidder Declaration (Attachment 8).
- i. Acceptance of Terms and Conditions. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion or other modification to Attachment 2, JBE Standard Terms and Conditions.

If exceptions are identified, the Proposer must also submit (a) a red-lined version of Attachment 2, JBE Standard Terms and Conditions, that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.

The JBE prefers Proposers that will accept the Terms and Conditions without exceptions. Proposer's Acceptance of Terms and Conditions (Attachment 3) shall be an affirmative factor in the evaluation of each proposal. By contrast, significant exceptions to Attachment 2, JBE Standard Terms and Conditions, shall be a negative factor in the evaluation.

Note: Any material exceptions to the Terms and Conditions will result in a negative factor in the evaluation and could render the proposal nonresponsive.

- 15.6 The Proposers shall complete the Cost Proposal Sheet (Exhibit 1) accurately and completely.

All pricing shall remain firm for each one (1) year term of the agreement resulting from this RFP. Price increase requests shall be submitted sixty days prior to the agreement's anniversary date.

16.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the JBE reserves the right to negotiate extensions to this period.

17.0 EVALUATION OF PROPOSALS

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

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

If a contract is awarded, the JBE will post an intent to award notice at WWW.Plumas.courts.ca.gov.

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of work plan submitted	7
Experience on similar assignments	30
Cost	50
Acceptance of the Terms and Conditions Degree to which the Proposer accepts the JCC Standard Terms and Conditions without exceptions (Attachment 2). Significant exceptions to the Terms and Conditions shall be a negative factor in the evaluation.	10
Disabled Veterans Business Enterprise Incentive DVBE incentive points available to qualified vendors.	3
Total maximum allowable points	100

18.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT. Except as required by law, the JBE will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other

information in proposals may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” “copyright ©,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the JBE’s right to disclose information in the proposal, or (b) requiring the JBE to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, pursuant to this Section 12.0. **Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

19.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

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

19.2 Eligibility for and application of the DVBE incentive is governed by the Judicial Council’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the sole determination of the JBE’s staff, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer’s proposal. The number of points that will be added as specified in Section 19 above.

19.3 To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

19.4 If Proposer wishes to seek the DVBE incentive:

- Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 10). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
- Proposer must submit with its proposal a DVBE Declaration (Attachment 9) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

19.5 Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, JBE staff may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.

19.6 If Proposer receives the DVBE incentive, failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

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

20.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest.

Protest should be sent to:

Protest of an Intent to Award shall be filed with the JBE within five (5) working days after the Notice of Intent to Award is published. Protests must be sent electronically to:

TCsolicitation@jud.ca.gov.

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

**1. COMMUNICATIONS WITH THE JUDICIAL BRANCH ENTITY (“JBE”)
REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to TCsolicitation@jud.ca.gov (the “Solicitations Mailbox”). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

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

3. ERRORS IN THE RFP

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

4. ADDENDA

- A. The JBE may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum which will be posted at www.Plumas.courts.ca.gov. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the JBE via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the JBE in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the JBE no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

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

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the JBE may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the JBE may reject all proposals and cancel the RFP if the JBE determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the JBE.
- B. The JBE may or may not waive an immaterial deviation or defect in a proposal. The JBE's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the JBE reserves the right to accept or reject any or all of the items in the proposal, to

award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the JBE's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

C. The JBE reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the JBE or the State of California responsible for the cost of preparing the proposal.

D. Proposers are specifically directed NOT to contact any JBE personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any JBE personnel or consultants may be cause for rejection of the Proposer's proposal.

8. EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the JBE's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. During the evaluation process, the JBE may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two JBE employees. The JBE will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

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

10. PAYMENT

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

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

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the JBE.
- B. A Proposer submitting a proposal must be prepared to use a standard JBE contract form rather than its own contract form.
- C. The JBE will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the JBE no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the JBE may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

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

14. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the JBE, the Proposer offers and agrees that if the proposal is accepted, the Proposer will assign to the JBE all rights, title, and interest in and to all causes of action it may have under

Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the JBE pursuant to the proposal. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Proposer. (See Government Code section 4552.)

- B. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the JBE shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

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

**ATTACHMENT 2
STANDARD TERMS AND CONDITIONS**

STANDARD AGREEMENT

AGREEMENT NUMBER 2026-04

1. In this agreement ("Agreement"), the term "Contractor" refers to **[Contractor name]**, and the term "JBE" refers to the **[name of the judicial branch entity]**.
2. This Agreement is effective as of **September 1, 2026** ("Effective Date") and expires on **August 31, 2031** ("Expiration Date").
This Agreement includes three 1-year options to extend through August 31, 2034.

Estimate only and will be determined once awarded.

3. The maximum amount the JBE may pay Contractor under this Agreement is **[\$Dollar amount]** (the "Contract Amount"). The maximum amount the JBE may pay Contractor is (i) **[\$Dollar amount]** during the Initial Term, and (ii) **[\$Dollar amount]** during the Option Term.
4. The purpose or title of this Agreement is: **to provide Janitorial Services.**

The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

5. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Appendix A – Goods and Services
Appendix B – Payment Provisions
Appendix C – General Provisions
Appendix D – Defined Terms
Appendix E – Unruh Civil Rights Act and FEHA

Exhibit 1- Cost Sheet

JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
[JBE name]	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized) [Contractor name]
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED [Date]	DATE EXECUTED [Date]
ADDRESS [Address]	ADDRESS [Address]

APPENDIX A

Goods and Services

1.0 Background and Purpose.

The Superior Court of California, County of Lassen ("Judicial Branch Entity" or "JBE") is seeking Proposals from a qualified person or entity with expertise in providing Janitorial Services. The JBE anticipates awarding one contract for an initial five (5) year term, with three consecutive one-year options for a potential maximum term of eight years. Each of the three one-year option terms may be exercised at the JBE's sole discretion.

2.0 Services

Description of Services. Contractor shall perform the following services ("Services") at the Superior Court of California, County of Plumas, 520 Main Street, Quincy, CA., 9597:

Services to be provided under the general direction of the Court Executive Officer.

Services to be provided are regular cleaning services at the Plumas Superior Court to be completed based upon a mutually agreed schedule. Services include sweeping, mopping, buffing, vacuuming of all floor surfaces, dusting of all furniture, windowsills, blinds, built-in cabinets, counter tops, wipe down/clean outside of appliances, clean all sinks, counter tops and surface areas appropriately, fill paper products and soap dispensers in restrooms, outside trash receptacles, and thoroughly clean and disinfect all restrooms.

Services are to be provided outside of normal business operating hours of Monday through Friday from 8:00 AM to 5:00 PM to support minimal disruption to daily business operations.

Services are to be provided once a week outside of normal business operating hours, Monday through Friday from 8:00 AM to 5:00 PM to support minimal disruption to daily business operations.

Cleaning supplies will be purchased by the court. The Contractor awarded the contract will be expected to notify Administration staff promptly of any supply whose stock has decreased to a one-month supply to allow for supplies to be purchased and restocked.

2.1 Areas to be cleaned:

1st Floor:

Suite 104- Clerks Office including CEO Office
Room 120- Courtroom and Chambers (D2)
Room 119- Courtroom and Chambers (D3)

2nd Floor:

Room 201

3rd Floor:

Suite 303- Court Reporter/Court Conference
Judge's Chambers and Restroom
Room 306- Courtroom (D1)

4th Floor:

Room 405 Grand Jury Meeting Room and Restroom

2.2 Scope

Lobbies:

- Straighten magazines.
- Wipe chairs and/or spray with disinfectants.
- Dust and wet mop floors.
- Trash receptacles emptied.
- Flat surfaces wiped free of dust.
- Children's toys sprayed with disinfectants.

Restrooms:

- Disinfect sinks and mirrors with all-purpose cleaner removing water spots.
- Sink build-up removed as needed.
- Disinfect toilets, seats lifted and cleaned. Outside toilet bowl disinfected including base of toilet.
- Remove toilet ring build-up as needed.
- Sweep and mop floors with disinfecting cleaner.
- Empty trash receptacles.
- Disinfect stainless steel surfaces and polish to maintain shiny appearance.
- Clean baby changing stations with disinfectants.

Administration Areas:

- Empty trash receptacles.
- Wipe countertops.
- Straighten furniture.
- Vacuum, sweep, and mop floors.

Break Rooms:

- Wipe and disinfect countertops and appliance exteriors including handles.
- Sweep and mop floors with disinfecting cleaner.

Additional Office Space Duties:

- Windowsills and blinds wiped down/dusted weekly.

3.0 EXPERIENCE

Contractor must have at least three (3) consecutive years documented experience in providing services similar to the ones being solicited, as described in of this RFP.

4.0 BACKGROUND CHECKS

Contractor shall perform background checks for the employees being assigned to work at the Court. Contractor must not assign individuals who have a felony conviction or have been incarcerated or on probation within the past two years to work at the Court. Background checks will be paid for by the Contractor.

5.0 CONTRACTOR BUILDING RESPONSIBILITIES

5.1 Contractor shall provide relief personnel as necessary to ensure that each assignment is performed per specifications and deliverables, regardless of employee absenteeism.

5.2 The lead person and all staff on any janitorial crew shall be able to read, write, speak and understand the English language to the extent required for communication in person, via telephone, and in writing with designated Facilities and Court representatives in connection with the janitorial duties to be performed. Further, the communication ability shall extend to being

able to call the appropriate law enforcement agencies and or an alarm company in the event of a break-in or inadvertent activation of fire or panic alarm system.

- 5.3 The contractor will be required to learn the proper operation of the security alarm systems used in the Facilities, if necessary, and ensure that the building is properly secured and locked when they are the last ones to leave the building after hours. In addition, the Contractor shall ensure that all employees are properly trained on safety and emergency procedures (such as fire building evacuations, etc.) for the facilities in which they work.
- 5.4 Contractor shall notify Court of any irregularities noted during performance of services including, but not limited to, doors left unlocked, lights not working or left on, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or damage to the building or its contents.
- 5.5 No unauthorized visitors or workers will be allowed into the Court premises. The Court must approve all individuals visiting or working at their Facilities.
- 5.6 Contractor employees are prohibited from using, tampering with or removing from Court premises Court equipment, including, but not limited to, computers, networks, photocopiers, fax machines, telephones, printers, consumable supplies and office supplies. The removal of Court equipment or consumable supplies is prohibited, and the Court will seek prosecution of any individual(s) who may do so. The Court will also seek financial restitution for the use and or removal of equipment and or supplies from the Court.
- 5.7 Contractor employees are prohibited from reading, disturbing or making copies of any case files or other proprietary documents or information on desks or other work areas. Contractor employees are also prohibited from opening any drawers, file folders or file cabinets.
- 5.8 If the Court finds any Contractor's employee to not be satisfactorily performing the services as described in this Statement of Work, the Court shall reserve the right to direct the Contractor to replace this employee immediately. This provision in no way requires the Contractor to terminate the employment of any employee replaced pursuant to this paragraph. Nor, by the terms of this section, does the Court endorse or approve (expressed or implied) any termination by Contractor of any employee replaced pursuant to this paragraph.
- 5.9 The Contractor is responsible for maintaining satisfactory standards for employees in regard to conduct appearance and integrity (i.e. use of foul language, use of Court staff's personal items, cooking, phone and TV usage). The Contractor's employees shall present a neat and clean appearance at all times while performing work at the Facilities.
- 5.10 Contractor shall ensure that staff working after business hours keeps voices, and audio at a low level.

7.0 CLEANING METHODS

- 7.1 Cleaning/disinfecting toilets and urinals shall always include the exterior portion of the fixture with an emphasis on the toilet seat and the top, front and sides of the toilet bowl down to the ground.
- 7.2 Water/disinfectant solution used for mopping floors shall be changed when dirty, such that the definition of a damp-mopped floor in the preceding section cannot be met.
- 7.3 Separate dust mops and mops shall be used for bathrooms. Such implements shall be clearly identified as to their use. Any implement used in the bathroom shall not be used on a non-bathroom floor until or unless laundered or similarly cleaned.

7.4 Once used in a bathroom, a water/disinfectant damp-mopping solution shall never be used for a non- bathroom floor.

7.5 No janitorial services shall be carried out on electronic or powered office machines including telephones, personal computers, monitors, keyboards, mice, printers, switches, scanners, copiers, fax machines, calculators, projectors, televisions, DVD/CD players, or similar devices.

8.0 STORAGE OF SUPPLIES AND EQUIPMENT

8.1 Storage locations for supplies and equipment are located throughout the building. Products currently in use may be stored in janitorial closets throughout the building for ease of access. Overflow products should be consolidated and stored in the supply closet on the first level of the building. Stock received will be stored in the loading area adjacent to the supply closet and will be stocked by the contractor.

8.2 The Contractor shall utilize designated janitorial closets for the storage of the Court provided equipment and cleaning materials.

8.3 Equipment and cleaning materials shall not be piled or stored at any location to hinder normal business operations or to constitute a hazard to persons or property.

8.4 All cleaning materials which are stored in the liquid state shall be stored on shelves not higher than three (3) feet above the floor, or in court designated storage areas.

8.5 All products stored in secondary containers shall be properly labeled as to the contents in accordance with applicable regulations, laws and ordinances.

8.6 All chemical and/or cleaning products shall be stored and marked in accordance with applicable regulations, laws and ordinances.

9.0 CONSUMABLE SUPPLIES/INVENTORY

9.1 All paper goods (toilet paper, paper towels, seat covers), liquid antibacterial hand soaps, sanitary napkins/tampons required in refilling dispensers, including trash receptacle liners will be furnished by the Court. It is the responsibility of the Contractor to notify administrative court staff when any supply has depleted to a one-month supply to allow sufficient time for the court to replenish the stock.

9.2 Chemicals and equipment are located throughout the building. Products currently in use may be stored in janitorial closets throughout the building for ease of access. Overflow products should be consolidated and stored in the supply closet on the first level of the building. Stock received will be stored in the loading area adjacent to the supply closet and will be stocked by the contractor.

10.0 CLEANING MATERIALS AND SUPPLIES

10.1 Only cleaning materials meeting industrial standards will be acceptable in the performance of this work. The court reserves the right to specify the type and quality of all cleaning materials used in the work. In the event a substitution is necessary for a required material, written notice will be provided to the Contractor and a material of equal value will be substituted at no additional cost to Court.

10.2 Under no circumstances will cleaning tools and cleaning materials be left unattended during normal business hours.

- 10.3 The Contractor shall handle chemicals provided at each site so as to minimize the possibility of exposure of facility occupants to acid based or caustic based cleaning materials.
- 10.4 All chemicals used for these services shall be submitted and pre-approved by designated court personnel.
- 10.5 The Court will furnish all cleaning materials and supplies as required to complete janitorial service to all locations which includes but is not limited to cleansing powder, disinfectants, deodorant tablets for urinals, ammonia-based glass and surface cleaner, dust cloths, grease cleaner, carpet shampoo, floor stripper and finish. It is the responsibility of the Contractor to notify administrative court staff when any cleaning material or supply has depleted to a one-month supply to allow sufficient time for the court to replenish the stock.
- 10.6 All unused products and empty containers shall be properly disposed of by the Contractor as required by federal, state and local laws and regulations. The Contractor shall provide the Court with documentation of proper disposal of all products and containers used in the performance of services if required by law.
- 10.7 Material Safety Data Sheet: It is required by law that all hazardous cleaning materials be accompanied with a "material safety data sheet" (MSDS) at time of delivery. Contractor shall post current MSDS sheets in appropriate areas and shall provide copies to the Court for its required postings.
- 10.8 Labor: Hours of work for this contract shall be in accordance with, and subject to, the provisions of the State of California labor code.
- 10.9 All cleaning materials and supplies shall be Environmentally Friendly.
- 11.0 Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. The JBE may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.
- 12.0 Project Managers.** The JBE's project manager is: **[Insert name]**. The JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **[Insert name]**. Subject to written approval by the JBE, Contractor may change its project manager without need for an amendment to this Agreement.
- 13.0 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 JBE'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 JBE.
- 14.0 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.

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

16.0 Stop Work Orders.

- 16.1 The JBE 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 JBE 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.
- 16.2 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 JBE 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 JBE decides the facts justify the action, the JBE may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- 16.3 The JBE shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

17.0 Acceptance or Rejection. All Goods, Services, and Deliverables are subject to acceptance by the JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the JBE within ten (10) business days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Good, Service, or Deliverable. The JBE may terminate that portion of this Agreement which relates to a rejected Good, Service, or Deliverable at no expense to the JBE if the JBE rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

APPENDIX B

Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Goods.** Contractor will invoice the following amounts for Goods that the JBE has accepted: *Will be determined once a proposal is accepted.*
 -
 -
3. **Compensation for Services.**
 - 3.1 **Amount.** Contractor will invoice the following amounts for Services or Deliverables that the JBE has accepted:
 - 3.2 In exchange for performance of services, the JBE shall make payment to Contractor for services rendered under this agreement at the rate of \$_____ per month, payable on the 5th business day following the month for the services performed. Contractor will give Lassen County Superior Court at least 30 days-notice of any price change for services rendered. The Lassen County Superior Court will notify Contractor of any changes in the use of the areas covered by this agreement and any changes in the furnishings, floors and wall and ceiling services forming a part of Business premises.
 - 3.3 The JBE does not pre-pay for any goods or services.
 - 3.4 **Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold fifteen percent (15%) of each such payment until the JBE accepts the final Deliverable.
 - 3.5 **No Advance Payment.** The JBE will not make any advance payment for Services.
4. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JBE.
 - 4.1 **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:
 - 4.2 **Expense Limit.** Contractor shall not invoice the JBE, and the JBE has no obligation to reimburse Contractor, for expenses of any type that exceed in the aggregate the amount of: **[\$[Dollar amount]]** for the Initial Term and **[\$[Dollar amount]]** for the Option Term.
 - 4.3 **Required Certification.** Contractor must include with any request for reimbursement from the JBE 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 JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

5. Invoicing and Payment

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

5.2 Payment. The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement.

Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.

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

6. Taxes. Unless otherwise required by law, the JBE 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 JBE 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 JBE pursuant to this Agreement.

APPENDIX C

General Provisions

1. Provisions Applicable to Services

- 1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the JBE 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 JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (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 JBE, the JBE advises are unacceptable to the JBE.

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 JBE 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 JBE.
- 2.3 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 2.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 2.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.7 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

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

3. Insurance

3.1 General Requirements.

- A. By requiring the minimum insurance set forth in this Agreement, the JBE shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.
- B. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the JBE in compliance with the insurance requirements set forth in this Agreement. The JBE may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the JBE that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.
- C. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the JBE, in its sole discretion, and that are rated "A-VII" or higher by A. M. Best's key rating guide and are authorized to do business in the state of California.
- D. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the JBE. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

Self-Insured retentions (SIR) must be declared to and approved in writing by the JBE. The JBE may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or JBE. Any and all deductibles and SIRs shall be the sole responsibility of Contractor who procured such insurance and shall not apply to Judicial Branch Entities or Judicial Branch Personnel. JBE may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. JBE reserves the right to obtain a copy of any policies and endorsements for verification.

E. Contractor is responsible for and may not recover from the State of California, Judicial Council, or the JBE any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.

F. Contractor, prior to commencing performance under this Agreement, shall provide JBE with certificates of insurance and signed insurance policy endorsements, on forms acceptable to JBE, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this "General Requirements" subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State of California; Judicial Council of California; and the JBE, and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the JBE.

G. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or the JBE. Contractor's liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.

H. Failure to provide the documentation as required prior to the commencement of Contractor's performance under this Agreement shall not constitute or be construed as a waiver of the obligation to provide such documentation.

I. The Certificates of Insurance must be addressed and mailed to:

[Provide name and address.]

J. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the JBE may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to JBE on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.

- K. In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, JBE may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- L. Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, Judicial Council, the JBE, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage arising from Contractor's performance of this Agreement, and for any liability arising out of or in connection with Contractor's performance of this Agreement or arising out of or in connection with Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.
- M. Contractor shall provide the JBE with written notice within **TEN (10)** calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the JBE's Project Manager.
- N. JBE reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **TEN (10)** business days following the request by JBE.

3.2 Individual Policy Requirements

A. Commercial General Liability

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage and two million dollars (\$2,000,000) annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Contractor's performance of this Agreement or the termination of this Agreement, whichever occurs first.

B. Commercial Automobile Liability

Commercial Automobile Liability Insurance shall have limits of not less than one million dollars (\$1,000,000) per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with Contractor's performance of this Agreement, including, without limitation, owned, hired, and non-owned motor vehicles.

C. Workers' Compensation & Employers' Liability Insurance

If Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) as the aggregate disease policy limit, and one million dollars (\$1,000,000) as the disease limit for each employee. If Contractor does not have employees, it shall provide a letter, on company letterhead, to the JBE certifying, under penalty of perjury, that it does not have employees. Upon the JBE's receipt of the letter, Contractor shall not be required to maintain workers' compensation insurance.

D. Professional Liability Insurance

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render performance required under the terms of this Agreement. The policy shall provide limits of not less than one million dollars (\$1,000,000) per claim or per occurrence and two million dollars (\$2,000,000) annual aggregate. If the policy is written on a "claims made" form, Contractor shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of Contractor's completion of the performance of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date Contractor commences performance of this Agreement.

E. Cyber Liability Insurance

Cyber Liability Insurance, with limits not less than two million dollars (\$2,000,000) per occurrence or claim, two million dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. Technology Professional Liability Errors & Omissions

Technology professional liability errors and omissions insurance appropriate to the Contractor profession and work hereunder, with limits not less than two million dollars (\$2,000,000) per occurrence, and two million dollars (\$2,000,000) per annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the Contractor pursuant to this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses.

The technology professional liability errors and omissions insurance policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the JBE in the care, custody, or control of the Contractor. If not covered under Contractor's technology professional liability errors and omissions insurance, such "property" coverage of the JBE must be endorsed onto the Contractor's Cyber Liability Policy.

G. Commercial Crime Insurance

This policy is required if Contractor handles or has regular access to JBE's funds or property of significant value to the JBE. This policy must cover dishonest acts including loss due to disappearance or destruction of money, securities, and property; forgery and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be one million dollars (\$1,000,000).

3.3 Umbrella Policies

Contractor may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance.

4. **Indemnity.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the JBE's prior written consent, which consent shall not be unreasonably withheld; and the JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
5. **Option Term.** The JBE may, at its sole option, extend this Agreement for up to **three (3)** consecutive one-year terms, at the end of which Option Terms this Agreement shall expire. In order to exercise an Option Term, the JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term (or the then-current Option Term).
6. **Tax Delinquency.** Contractor must provide notice to the JBE 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 JBE 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 JBE 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 JBE, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
 - 7.2 **Termination for Cause.** The JBE 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 JBE, 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 JBE'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 JBE 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 JBE if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the JBE determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.

7.5 Rights and Remedies of the JBE.

- A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JBE 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 JBE 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 JBE's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
- B. *Replacement.* If the JBE terminates this Agreement in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE 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 JBE for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JBE. Contractor shall continue any Services not terminated hereunder.
- C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the JBE with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the JBE shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the JBE's termination is not for cause, the JBE shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the JBE'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,. 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 JBE:
<u>[name, title, address]</u>	<u>[name, title, address]</u>
<u>With a copy to:</u>	<u>With a copy to:</u>

--	--

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

10. Provisions Applicable to Certain Agreements. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

- 10.1 Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE 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 JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
- 10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.
- 10.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).
- 10.6 Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.
- 10.7 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request,

Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

10.8 Sweatshop Labor. *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

10.9 Federal Funding Requirements. *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The JBE may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.

10.10 DVBE Commitment. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. (The post-contract certification form is located at: <https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>) If the Contractor fails to do so, the JBE will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Contractor submits a complete and accurate post-contract certification form. The JBE shall allow the Contractor to cure the deficiency after written notice of the Contractor's failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Contractor refuses to comply with these certification requirements, the JBE shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. The post-contract certification form shall include(1) the total amount of money Contractor received under the Agreement,. Upon request by the JBE, 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.

- 10.11 Antitrust Claims.** Contractor shall assign to the JBE 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 JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE 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 JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE 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 JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.
- 10.12 Good Standing.** Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- 10.13 Equipment Purchases.** The JBE 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 JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.
- 10.14 Janitorial Services or Building Maintenance Services.** If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
- 10.15 Small Business Preference Commitment.** Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

11. Miscellaneous Provisions.

- 11.1 Independent Contractor.** Contractor is an independent contractor to the JBE. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBE. Contractor has no authority to bind or incur any obligation on behalf of the JBE. If any governmental entity concludes that Contractor is not an independent contractor, the JBE 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 JBE or its designees to review and audit Contractor's documents and records relating to this Agreement, and Contractor 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 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 JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE'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 JBE owns all right, title and interest in the Confidential Information. Contractor will notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon the JBE's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all Confidential Information (in every form and medium), and (b) certify to the JBE 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 JBE 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 JBE 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 JBE.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the JBE.
- 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 JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the JBE is effective only if expressly agreed in writing by a duly authorized officer of the JBE. 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.

APPENDIX D

Defined Terms

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

“Agreement” is defined on the Coversheet.

“Contractor” is defined on the Coversheet.

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

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

“Contract Amount” is defined on the Coversheet.

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

“Deliverables” is defined in Appendix A.

“Effective Date” is defined on the Coversheet.

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

“Goods” is defined in Appendix A.

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

“JBE” is defined on the Coversheet.

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

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

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

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

“PCC” refers to the California Public Contract Code.

“Services” is defined in Appendix A.

“Stop Work Order” is defined in Appendix B.

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

APPENDIX E

UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when
(i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or
(ii) entering into or renewing a contract with the JBE for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document.

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

ATTACHMENT 3 PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS

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

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

OR

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

BY (Authorized Signature)



PRINTED NAME OF PERSON SIGNING

TITLE OF PERSON SIGNING

ATTACHMENT 4 GENERAL CERTIFICATIONS FORM

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

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

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

Tax Delinquency. Proposer certifies that it is not on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

☐ Check box to indicate acceptance of the clauses above.

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

ATTACHMENT 5
DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a proposer currently or within the previous three years has had business activities or other operations outside of the United States,

it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the JBE to submit a proposal.

To submit a proposal to the JBE, the proposer must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i>	

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

OR

- ☐ 2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the JBE to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the JBE is included with our proposal.*

OR

- ☐ 3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

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

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

ATTACHMENT 6

UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

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

ATTACHMENT 7

DVBE BIDDER DECLARATION

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

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

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

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

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code (MVC) section 999.2(b), of the goods and/or services provided by the DVBE in connection with the solicitation identified above.
- ☐ Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. (*attach additional sheets if more than one principal*)
Principal Name: _____ Principal Phone: _____
Principal Address: _____

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

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

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

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

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

- ☐ Pursuant to MVC 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with MVC 999 et seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented in connection with this solicitation. I (we), the DV owner(s) of the equipment, have submitted to DGS my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in MVC 999.2 (c) and (g).

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

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>DV owner Telephone Number</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>Telephone # of DV owner</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

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

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

DVBE DECLARATION INSTRUCTIONS

General Instructions

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

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

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

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

Instructions for Section 1

Provide the full legal name of the DVBE, and its DGS Supplier ID number. This number is in the DVBE's DGS Supplier Profile, accessible at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Instructions for Section 2

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

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

Instructions for Section 3

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

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

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

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

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

ATTACHMENT 8

BIDDER DECLARATION

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

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

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

If yes:

- A. State the percentage of the contract work Bidder will subcontract: _____
- B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract: _____

- C. Explain how Bidder is performing a “commercially useful function” for purposes of this contract. (Please see the instructions for the definition of “commercially useful function.”) _____

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

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

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

1. Date BUP was approved by DGS: _____
2. Date through which BUP is valid: _____

3. Bidder must submit a copy of its “Notice of Approved DVBE Business Utilization Plan” issued by DGS along with this Bidder Declaration.

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

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

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

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

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

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

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

SECTION IV. CERTIFICATION

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

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

BIDDER DECLARATION INSTRUCTIONS

General Instructions

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

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

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

Instructions for Section I

Skip this section if Bidder is not itself a DVBE.

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

Instructions for Section II

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

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

Instructions for Section III

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

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

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

Instructions for Section IV

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

EXHIBIT 1
COST PROPOSAL FORM

The Superior Court of California, County of Plumas ("Court") is soliciting proposals from qualified firms for janitorial services as requested by the Court in accordance with all terms, requirements and conditions contained in RFP.

Vendor shall provide fixed hourly pricing for janitorial services in accordance with the terms and requirements of this solicitation. The prices so indicated shall include all services, equipment, materials, and supplies as described in the Statement of Work. No other fees or incidental costs shall be charged to the Court for such services, unless provided below.

Prices shall include all taxes and shall remain firm for the initial term of the Agreement, unless a change in governmental regulations necessitates a revision to the costs or rates or an adjustment. Any change shall be mutually agreed upon and approved in writing by both the Court and Contractor in an Amendment. Please use an additional sheet if needed for total price breakdown.

Item	Facility	Total Hourly Cost (For each year of the Initial Term and possible extension years 6, 7 and 8)	Number of staff hours, and number of staff, quote represents for each facility per day	
			Number of hours per week	Number of staff
	Service Days are Monday, Wednesday, and Friday			
1	Superior Court of California, County of Plumas, 520 Main Street, Room 104, Quincy, CA 95971	Year 1 cost/hour: \$ _____ Year 2 cost/hour: \$ _____ Year 3 cost/hour: \$ _____ Year 4 cost/hour: \$ _____ Year 5 cost/hour: \$ _____ *Year 6 cost/hour: \$ _____ *Year 7 cost/hour: \$ _____ *Year 8 cost/hour: \$ _____	_____	_____

*Optional. Does not disqualify a vendor.

Item	As-Needed Services Description- provide hourly rate. Vendor must provide their own vehicle for services below. Please use an additional sheet if needed for total price breakdown.	Total
2	Deep Cleaning and Disinfecting: Includes upholstery and window treatment cleaning in addition to Proposer's definition of deep cleaning. See Section 2.0 of the RFP document for more details.	\$ _____
3	Floor waxing- Includes supplies and equipment.	
4	Window washing.	

*Years 6, 7 and 8 are not guaranteed and would be the result of a duly signed, written Amendment to extend the awarded Agreement. Nevertheless, the Court would like to know the costs associated with each potential extension.

EXHIBIT 2

PROPOSER RESPONSE TEMPLATE

[Insert Company Name Here]

for

RFP NUMBER – 2026-04

JANITORIAL SERVICES

FOR THE

COUNTY OF PLUMAS, SUPERIOR COURT OF CALIFORNIA

Exhibit 2

Proposer's Response Template

The following information must be included in the non-cost portion of the proposal (Exhibit 2). A proposal lacking any of the following information may be deemed non-responsive.

1.0 Proposer Information

(RFP Section 15.1)

- a) The Proposer's name, address, telephone, fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b) The name, title, address, telephone number, and email address of the individual who will act as a Proposer's designated representative for purposes of this RFP.

2.0 Company Overview and Financial Information

(RFP Section 15.2)

- a) Company name, headquarters location, date founded, ownership (private/public, joint venture, etc.), organization structure, number of years providing information technology services, and total number of employees.

3.0 Financial Information

(RFP Section 15.2)

- a) Financial statements for the last three years together with a current certification made by the chief financial officer stating that statements are current, accurate and complete with the exception of any materials adverse changes specifically described that have occurred in the status and/or prospects of Proposer since the effective date of the most recent financial statements.

4.0 Business Disputes

(RFP Section 15.3)

- a) Provide details of any disciplinary actions or other administrative action taken by any jurisdiction or person against Proposer. List and summarize all judicial or administrative proceedings involving your sourcing activities, claims of unlawful employment discrimination, and antitrust suits in which you have been a party within the last five years. If Proposer is a subsidiary, submit information for all parent companies. If the Proposer uses subcontractors, associated companies, and consultants that will be involved in any phase of this Agreement, include pertinent subcontractor information.

5.0 Overview of Proposer's Qualifications

(RFP Section 15.4)

- Does the Bidder appear to be able to handle and resolve unanticipated complications and delays without interrupting the delivery of non-IT services?
- Did the Bidder include plans that will show how performance will be monitored and measured to ensure that all non-IT services are successfully performed and that the objectives, goals, and requirements are met?

5.1 Résumés

(RFP Section 15.4.a)

For each key staff member: a résumé of key staff members as outlined in Exhibit 2, Proposer Response Template, describing the individual's education and experience, as well as the individual's ability and experience related to the services described in RFP section 2.0.

5.2 References

(RFP Section 15.4.b)

Names, addresses, and telephone numbers of a minimum of three customers for whom the Proposer has provided similar goods and services.

Instructions: Use the tables below to provide at least five references of customers with comparable size and scope of service.

Reference 1

Reference 1	
Customer Name	
Industry	
Contact Name and Title	
Address	
Telephone	
Email address	
Average Annual Contract Value	
End of Table	

Reference 2

Reference 2	
Customer Name	
Industry	
Contact Name and Title	
Address	
Telephone	
Email address	
Average Annual Contract Value	
End of Table	

Reference 3

Reference 3	
Customer Name	
Industry	
Contact Name and Title	
Address	
Telephone	
Email address	
Average Annual Contract Value	
End of Table	

Reference 4

Reference 4	
Customer Name	
Industry	
Contact Name and Title	
Address	
Telephone	
Email address	
Average Annual Contract Value	
End of Table	

Reference 5

Reference 5	
Customer Name	
Industry	
Contact Name and Title	
Address	
Telephone	
Email address	
Average Annual Contract Value	
End of Table	

6. Certifications, Attachments, and Other Requirements
(RFP Section 15.5)

Insert the following documents and Attachments:

- 6.1 Proof of Good Standing**
- 6.2 Business License**
- 6.3 Certificate of Insurance**
- 6.4 Proposer's Acceptance of Terms and Conditions (Attachment 3)**
- 6.5 General Certifications Form (Attachment 4)**
- 6.6 Darfur Contracting Act Certification (Attachment 5)**
- 6.7 Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 6)**
- 6.8 DVBE Bidder Declaration (Attachment 7)**
- 6.9 Bidder Declaration (Attachment 8)**

7. Exhibit 1—Cost Proposal Sheet
(RFP Section 15.6)

Proposer will complete and submit Exhibit 1 separately as described in RFP Section 15.6.