

ATTACHMENT 7 - CONTRACTOR CERTIFICATION CLAUSES

Contractor certifies that the following representations and warranties are true:

1. **AUTHORITY.** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the Court harmless from and against any loss, cost, liability, and expense (including attorney fees) arising out of any breach of this warranty. The Contractor's signatory has authority to bind Contractor to this agreement. This agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and is in good standing in the State of California.
2. **NOT AN EXPATRIATE CORPORATION.** Contractor hereby declares that it is not an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the Court.
3. **SALES AND USE TAX COLLECTION.** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise Court of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
4. **NO GRATUITIES.** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Court with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Court shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Court in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the Court provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
5. **NO CONFLICT OF INTEREST.** Contractor has no interest that would constitute a conflict of interest under Public Contract Code Sections 10365.5, 10410 or 10411; 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 the Court or any Judicial Branch Entities.
6. **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.
7. **NO LITIGATION.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending, or to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity of enforceability of this agreement, or Contractor's ability to perform this agreement.
8. **COMPLIANCE WITH LAWS GENERALLY.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.

- 9. WORK ELIGIBILITY.** All personnel assigned to perform this agreement are able to work legally in the United States and possess valid proof of work eligibility.
- 10. DRUG-FREE WORKPLACE.** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i. Will receive a copy of the company's drug free policy statement; and,
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 11. UNION ACTIVITIES.** As required under Government Code sections 16645-16649, Contractor shall:
- a. Include with any request for cost reimbursement from the Court's funds a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing;
 - b. Not assist, promote, or deter union organizing by employees performing work under Court contracts;
 - c. Not use the Court's funds received under this agreement to assist, promote, or deter union organizing;
 - d. Not, for any business conducted under this agreement, use any property of the Court to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the Court property is equally available to the general public for holding meetings; and
 - e. If the Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, maintain sufficient records to show that no reimbursement from the Court's funds has been sought for these costs, and provide those records to the Attorney General upon request.

12. 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.

13. SPECIAL PROVISIONS FOR JANITORIAL SERVICES AND BUILDING MAINTENANCE AGREEMENTS

- a. If this agreement requires Contractor to perform Services at a new site, Contractor shall retain for 60 days any employees employed at each site by the contractor/subcontractor who previously provided those services.
- b. Contractor shall, upon termination of the contract, provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make necessary notifications required under Labor Code section 1060 et seq.
- c. If this is a janitorial services or building maintenance agreement, contractor shall use paper-containing products only if they contain recycled paper. Upon completion of the Services under this Agreement, Contractor shall certify in writing under penalty of perjury the minimum percentage of post-consumer and secondary materials provided or used in the performance of Services.

14. NON-DISCRIMINATION.

- a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

15. SPECIAL PROVISIONS REGARDING DOMESTIC PARTNERS, SPOUSES, AND GENDER

DISCRIMINATION. If this agreement provides for total compensation of more than \$100,000, Contractor is in compliance with Public Contract Code Section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

16. SPECIAL PROVISIONS REGARDING COMPLIANCE WITH NATIONAL LABOR RELATIONS BOARD ORDERS. If this agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount of less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), 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 the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

17. SPECIAL PROVISIONS REGARDING COMPLIANCE WITH THE SWEATFREE CODE OF CONDUCT. If this agreement provides for furnishing equipment, materials, or supplies other than public works, or for the laundering of apparel, garments, or corresponding accessories:

- a. No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it 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 Public Contract Code Section 6108. This declaration is made under penalty of perjury.
- b. Contractor cooperates 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 paragraph (a) and shall provide the same rights of access to the Court.

16. SPECIAL PROVISIONS REGARDING COMPLIANCE WITH THE CHILD SUPPORT COMPLIANCE ACT. For any contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110 that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge, is complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. SPECIAL PROVISIONS REGARDING DISCHARGE VIOLATIONS. If Contractor is a private entity, Contractor warrants that it is not in violation of any order of resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violations of water discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

- 18. PRIORITY HIRING CONSIDERATIONS.** If this agreement includes services in excess of \$200,000.00, Contractor shall give priority consideration in filling vacancies in positions funded by this agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- 19. ELECTRONIC WASTE RECYCLING ACT.** If this agreement provides for the purchase or lease of electronics covered under the Electronic Waste Recycling Act of 2003, Public Resources Code Sections 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.
- 20. USE OF POSTCONSUMER MATERIAL.** If this Agreement provides for the purchase and sale of Goods specified in Public Contract Code section 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), and the percentage of the Contractor's postconsumer material in these Goods cannot be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or vendor website:
- a. Contractor has delivered a declaration to the Court specifying the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code section 12200 in Goods offered or sold to the JBE, regardless of whether the Goods meet the requirements of Public Contract Code section 12209. ;
 - b. Under penalty of perjury, the declaration is true and correct and will remain so until Contractor delivers any amendment of a the current declaration to the Court, in which case the current declaration as amended will be true and correct; and
 - c. If Contractor sells under this Agreement any printer or duplication cartridges that comply with Public Contract Code section 12209, Contractor has so specified in the declaration required under this section.

Contractor shall cause its representations and warranties to remain true during the term of this agreement. Contractor shall promptly notify the Court if any representation and warranty becomes untrue.

End of Attachment 7