

REQUEST FOR PROPOSALS



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

RFP 38-23-007 REVISION NO. 2

Revision No. 1 found here:

Attachment 2—JBE Definitions and Standard Terms and Conditions, Section 7, Contractor's Personnel, Part H.

Attachment 2—JBE Definitions and Standard Terms and Conditions, Section 19, Licenses.

Revision No. 2 found here:

Section 5 Budget and Payment Information, several subsections.

REGARDING:

Janitorial Services

PRE-BIDDERS FACILITIES TOUR:

WEDNESDAY, MARCH 27, 2024 AT 9:00AM (CCC LOCATION)

THURSDAY, MARCH 28, 2024 AT 9:00AM (HOJ LOCATION)

(ADVANCE REGISTRATION REQUIRED—SEE INSTRUCTIONS)

PROPOSALS DUE:

3:00 P.M. April 12, 2024

TABLE OF CONTENTS

1.0 BACKGROUND INFORMATION 3

2.0 DESCRIPTION OF SERVICES..... 3

2.1 Scope of Work - Janitorial 4

 2.2 Scope of Work – Zero Waste 6

 2.3 Work Standards - Janitorial..... 7

 2.4 Work Standards – Zero Waste 9

 2.5 Scope of Work Provisions – Janitorial and Zero Waste..... 9

3.0 TIMELINE FOR THIS RFP 13

 PRE-BIDDERS FACILITIES TOUR REGISTRATION 13

4.0 RFP EXHIBITS AND ATTACHMENTS..... 14

5.0 BUDGET AND PAYMENT INFORMATION 15

6.0 SUBMISSIONS OF PROPOSALS 16

7.0 PROPOSAL CONTENTS 18

 7.1 Technical Proposal 18

 7.2 Attachments..... 19

 7.3 Cost Proposal..... 20

8.0 OFFER PERIOD..... 21

9.0 EVALUATION OF PROPOSALS..... 21

10.0 INTERVIEWS 22

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION 22

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE 23

13.0 PROTESTS 23

EXHIBIT 1—REFUSE SEPARATION COMPLIANCE ORDINANCE PLAN..... 24

ATTACHMENT 1—ADMINISTRATIVE RULES GOVERNING RFPs..... 27

ATTACHMENT 2—JBE DEFINITIONS AND STANDARD TERMS AND CONDITIONS 31

ATTACHMENT 3—PROPOSER’S ACCEPTANCE OF TERMS AND CONDITIONS 52

ATTACHMENT 4—GENERAL CERTIFICATIONS FORM..... 53

ATTACHMENT 5—DARFUR CONTRACTING ACT CERTIFICATION 54

ATTACHMENT 6—IRAN CONTRACTING ACT CERTIFICATION 55

END OF RFP ATTACHMENT 6..... 55

ATTACHMENT 7—UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION 56

ATTACHMENT 8—SAN FRANCISCO LABOR LAWS CERTIFICATION 57

ATTACHMENT 9—COST PROPOSAL BUDGET TEMPLATE 58

1.0 BACKGROUND INFORMATION

The Judicial Branch Entity (“JBE”) Superior Court of California, County of San Francisco (“Court”) seeks proposals from highly qualified vendors with expertise in providing commercial janitorial services as well as facilitating San Francisco Zero Waste compliance work.

The JBE intends to award a one-year contract with two (2) one-year options to renew.

2.0 DESCRIPTION OF SERVICES

Contractor shall provide janitorial services in accordance with the specifications below. Additionally, Contractor must be included on the current San Francisco Zero Waste Facilitator’s (ZWF) List to act as, and perform the work of, the Court’s ZWF. Contractor will provide ZFW duties in concert with the Court’s Refuse Separation Compliance Ordinance Plan (the “RSCOP”).

A. Janitorial Services

Janitorial Services shall be provided at the facilities listed in Table 1. These facilities consist of courtrooms, jury assembly rooms, open office areas, private offices, public and private hallways, conference rooms, lobbies, break rooms, restrooms, record rooms, judicial chambers, children’s waiting room, stairwells, custodian closets, security areas, holding cells, a loading dock, garage, and elevators. Cleaning shall be provided to all of these areas, unless otherwise stated.

TABLE 1

| Courthouse Name | Address | Square Feet |
|---|--|-------------|
| Civic Center Courthouse (CCC) | 400 McAllister Street San Francisco, CA 94102 | 189,575 |
| Hall of Justice (HOJ) <small>(HOJ is a shared facility; non-court spaces are not to be cleaned.)</small> | 850 Bryant Street San Francisco, CA 94103 | 118,247 |
| Polk Street Annex (POLK) | 575 Polk Street San Francisco, CA 94102 | 8,870 |

Additional data for the facilities found in Table 1, is included in Table 2:

TABLE 2

| Courthouse Name | Number of Court Personnel* | Average Number of Visitors/day | Number of Bathrooms | Number of Courtrooms |
|-----------------|----------------------------|--------------------------------|---------------------|----------------------|
| CCC | 221 | Not tracked | 60 | 38 |
| HOJ | 225 | Not tracked | 48 | 22 |
| POLK | 5 | Not tracked | 3 | 1 |

*Includes Sheriffs.

B. Zero Waste Facilitator

Zero Waste services shall be provided at CCC location only. The purpose of the Zero Waste Facilitator duties is to keep the Court in compliance with the RSO. Therefore, any failure on the part of Contractor for responsibilities that are in their control will constitute a breach of this agreement. Contractor will be given time to cure any breaches, but ultimate failure to cure any breach may result in termination of the contract.

The Court's trash company, Recology, is handled through and paid by the Judicial Council of California. Contractor will coordinate with Recology in their responsibilities as ZWF for the Court.

2.1 Scope of Work - Janitorial

It is impossible to indicate every specific item that requires custodial service at all of our locations. The below task list is intended to be a guide and baseline for custodial services; nothing less than the tasks described below will be accepted.

All work must be in collaboration with the San Francisco Environmental Zero Waste ordinance and will coordinate with the Court's Zero Waste Facilitator. As such, the location of and number of waste bins may change from descriptions in this Scope of Work section.

- A. **DAILY TASKS** to be performed on all business days except Court holidays.
- i. RESTROOMS (including all public and employee restrooms)
 - 1) Empty all waste receptacles. Maintain all waste receptacles in a clean and order-free condition.
 - 2) Damp wipe and disinfect waste containers as necessary
 - 3) Replace can liners
 - 4) Clean, sanitize, and polish all porcelain fixtures including, toilets, toilet seats, urinals, facets, sinks and any applicable countertops, with a germicidal detergent. Remove stains, scale, deposits, and build-up inside and outside.
 - 5) All fixtures, faucets, and piping shall be disinfected and polished
 - 6) Clean and polish light fixtures as necessary
 - 7) Highly scented disinfectants or odiferous cleaners shall not be used.
 - 8) Provide and replenish restroom supplies (including, but not limited to toilet paper, toilet seat covers, sanitary napkins, paper towels, hand soap, and air freshener)
 - 9) Clean, disinfect and restock all dispensers, including liquid soap dispensers.
 - 10) Clean and polish all mirrors, stainless steel receptacles, plated or enamel surfaces, and dividers.
 - 11) Sweep floors to remove loose dirt and other material. Damp/wet mop all resilient tile floors using a germicidal solution.
 - 12) Remove graffiti from walls, doors and partitions
 - 13) Unstop common toilet stoppages
 - ii. PUBLIC AND OCCUPIED AREAS (including, but not limited to all open and private offices, judicial chambers, courtrooms, conference rooms, hallways, and reception areas)
 - 1) Empty all waste receptacles including wastebaskets, trashcans, boxes if labeled as trash, and replace liners as applicable.
 - 2) Waste receptacles are to be maintained in a clean and odor-free condition.
 - 3) Remove all trash and waste to a designated central location (e.g. dumpster) for disposal.
 - 4) Clean all interior glass partitions, mirrors, interior doors, etc.

- 5) Sanitize, wash, and polish all drinking fountains, sinks, basins, fixtures, etc., and related countertops.
- 6) Check holding cells for usage, and clean, disinfect, and deodorize toilet, urinal, wash bowl, and lavatory top with germicidal cleaner.
- 7) The Court provides various recycling receptacles in office areas, the contents of these receptacles shall not be commingled, nor shall contractor's staff remove contents for personal needs. Recycling receptacles shall be disposed of in designated area
- 8) Detail sweep interior stairs. Wipe down and disinfect handrails in stairwells.
- 9) At CCC: Detail sweep garage.
- 10) Clean all wall surfaces and remove graffiti as best possible.
- 11) All carpeted floors are to be vacuumed completely, and cleaning shall occur as needed*
- 12) Sweep to remove loose dirt and other material on marble, tile and or similar floor surfaces in all areas.
- 13) Wet mop marble, tile and or similar floor surfaces, and disinfect spots/stains as necessary. * This shall also include all elevators, except elevators at HOJ. Floors shall be maintained in such a manner as to promote longevity and safety. Safety signs shall be posted to avoid injury.

B. WEEKLY TASKS

- 1) At CCC: Thoroughly clean accessible interior and exterior door and window glass, adjacent entry area glass, and interior glass partitions, lobby glass including front doors.
- 2) Clean finger marks, smudges, dirt buildup and/or accumulation around light switches, doors, doorframes, counters, etc.
- 3) At CCC: Dust offices and clean window frames.
- 4) Remove dust and cobwebs as needed.

C. QUARTERLY TASKS

- 1) Clean, polish all resilient floors including restroom floors. This work includes stripping old wax, clean, scrub, wax, buff, and polish. **Error! Bookmark not defined.**
- 2) Clean and Shampoo all carpeted area. **Error! Bookmark not defined.**
- 3) Contractor will respond immediately (within 30 minutes) to trouble calls from the designated court facilities.
- 4) Contractor will comply with instructions given by the Court Facilities Contact or designee and perform special cleaning projects as required by the Designated Court Facilities Contact or designee. If such work shall require extra payment contractor shall give prior notice to the Court and await written approval of services.
- 5) All furniture, trash receptacles, and anything moved during cleaning, shall be restored to its original position. Papers and any loose items on horizontal surfaces shall not be touched unless otherwise stated by court facilities contact.
- 6) Contractor's designated staff will meet with the Court project manager or designee(s) to participate in regular walkthroughs of the Court facilities covered by this agreement to review contractual obligations and expectations. Such walkthroughs will take place during events like, but not limited to, personnel changes in janitorial staff and discussion of the tasks listed in Exhibit A Section 2.

- 7) Contractor’s designated staff will complete “sign-off” sheets to confirm satisfactory completion of duties in their respective areas. Court staff will create, post, and share the locations of these “sign-off sheets” with Contractor.

D. PUBLIC HEALTH EMERGENCY-SPECIFIC TASKS (related, but not limited to, COVID-19)

- 1) Contractor will respond immediately (within 30 minutes) to trouble calls from the designated court facilities contact on business days during normal business hours.
- 2) Contractor will notify the designated court facilities contact or designee of any irregularities during the performance of services and report location of such irregularities.
- 3) Contractor will treat the Daily Tasks (Section 2A) as high-priority, time-sensitive duties, maintaining hygienic facilities that reduce the risk of viral contamination. Contractor will coordinate with designated court facilities contact or designee to train and enforce cleaning protocols.
- 4) Contractor will coordinate with designated court facilities contact or designee to track, resolve, and record cleaning requests that are related to maintaining disinfected facilities during pandemics and other public health emergency events.

* Tasks marked with an asterisk must be initiated and completed outside of normal business hours due to safety and/or noise concerns. Contractor will coordinate with the Court Facilities Contact who will be identified in ‘Points of Contact’ in the contract agreement.

2.2 Scope of Work – Zero Waste

- A. Compliance: Implement training and processes based on the Court’s RSCOP (Exhibit 1) to keep the Court up to code with the Refuse Separation Compliance Ordinance of 2019 (the “RSO”).
 - 1). Processes include, but are not limited to, proper sorting.
- B. Training: Coordinate with Program Manager on compliance and enforcement trainings of staff and building tenants, combined defined as “JBE Staff.” Court understands that Contractor cannot direct or control JBE Staff.
- C. Cost-Saving Measures: Actively implement efficiencies and cost-saving measures where possible.
- D. Program Implementation: Implement program in a user-friendly manner to avoid confusion and increase success.
- E. Best Practices: Identify best-practices placement of bins inside the Court offices/departments, jury rooms, public spaces, etc.
- F. Inspections/Audits: Respond to negative result inspections with proof of compliance when Contractor disputes negative audit report.
- G. Outreach: Contractor will provide digital ‘welcome kits’ to JBE Staff.
- H. Reports: Provide to the Court, timely reports and time-stamped photographs showing compliant refuse stream(s).

- 1) Contractor will give the Court building management access to Contractor's live, updated database.
 - 2) Reports will include ratings and metrics.
- I. Sorting Equipment: Provide all equipment needed for sorting.
- J. Signage: Provide all necessary and required signage.

2.3 Work Standards - Janitorial

A. RESTROOMS

- 1) Dispensers – Shall be maintained and kept in working order (including, but not limited to, the stocking and replacing batteries as needed) as well as keeping them free of dust, dried-soil and mold without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.
- 2) Hardware – Shall be free of dust, soil, mold and scale without causing damage. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.
- 3) Sinks – Shall be free of dust, mold, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean and polished-dry. This shall include the elimination of streaks, embedded soil, and film and water spots.
- 4) Mirrors – Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.
- 5) Toilets, Toilet Seats and Urinals – Shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.
- 6) Partitions – Shall be free of dust, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.
- 7) Waste Containers – Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container.
- 8) Walls and Doors – Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots, metal kick plates, handles and push plates on doors shall also be polished-dry.
- 9) Floors and Baseboards – Shall be free of dust, soil, gum, stains and debris. Floors shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.
- 10) Light Fixtures – Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position and appear streak-free and uniformly clean.

- B. PUBLIC AND OCCUPIED AREAS (including all open and private offices, courtrooms, conference rooms, hallways, and reception areas)**
- 1) Mats and Carpet – Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.
 - 2) Glass and Metal Surfaces – Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.
 - 3) Corners/Thresholds – Shall be free of dust, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue.
 - 4) Walls, Doors, and Fixtures – Shall be free of dust, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film streaks and cleaner residue.
 - 5) Waste Containers – Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive materials or odor emitting from the container.
 - 6) Stairwell rails and walls – Shall be free of dust and dried-soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.
 - 7) At CCC: Stairwell steps– Shall be free of dust, dried soil, gum, stains and debris. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.
 - 8) Furniture and Equipment – Shall be free of dust, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.
 - 9) Floors and Baseboards – Shall be free of dust, dried-soil, soil, gum, spots, stains and debris. Floors and carpet shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.
 - 10) Partition Glass – Shall be free of dust and soil without causing damage. This also applies to adjoining sills, and framework. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue. All windows must be fully cleaned.
- C. JANITOR CLOSETS AND STOREROOMS**
- 1) Shelves – Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked and organized neatly on shelves.
 - 2) Janitor Carts – Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil and organized neatly.
 - 3) Walls – Shall be free of dust, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

- 4) Utility Sinks – Shall be free of dust, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, and film and water spots. Bright work shall be cleaned, de-scaled and polished. Contractor shall ensure their use of water and chemicals are closely monitored to prevent overflow, flooding, and damage to Court’s plumbing and drainage systems.
- 5) Floors – Shall be free of dust, dried-soil, gum, spots, stains and debris. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

2.4 Work Standards – Zero Waste

Supplies

- A. Court will supply all ‘correct-sized’ dumpsters and needed bins, including locking bins from Recology.
- B. Contractor to furnish all other needed supplies and shall include this cost in the Cost Proposal.

Sorting

- A. Daily sorting, Monday through Friday except Court holidays, by Contractor and may taper off and end based on JBE Staff’s sorting success, per Event Table.
- B. When daily sorting ends, Contractor’s fees will reduce as Contractor’s labor cost would reduce.
- C. If any contamination is found at any stage of the Event Table, daily sorting will resume and Contractor’s fees will increase accordingly to increased labor cost.

EVENT TABLE

| EVENT | RESULT |
|---|---|
| Sixty consecutive days of reported perfect discards/diversions (aka ‘sorting’) | Daily Sorting ceases; Daily Waste Audit only |
| Thirty days following the cessation of Daily Sorting, perfect sorting reported | Diversion Waste Audit reduced to weekly. No sorting. |
| Four weeks following the start of weekly diversion checks, perfect sorting reported | Diversion Waste Audit reduced to monthly. No sorting. |

2.5 Scope of Work Provisions – Janitorial and Zero Waste

- A. Contractor shall provide labor at all times to carry out the work and shall ensure only competent workers who are skilled in the type of work specified are employed.
- B. Contractor shall ensure staff keep voices and radios/players at low decibel level so no one will be disturbed.

- C. Contractor shall ensure that no person(s) not employed by the Contractor (i.e. spouse, children, brothers, sisters, friends, etc.) shall be allowed to enter the premises during Contractor's performance of services.
- D. Contractor shall ensure that their staff adhere to their assigned scheduled hours and locations and not access any areas of the Courts or the building that they are not specifically authorized to access.
- E. Contractor shall require staff to electronically sign in and sign out for each shift without fail. (If no electronic method available, then staff shall be required to use court-provided sign in/out sheets.)
- F. Contractor shall provide relief personnel to ensure each assignment is performed per specifications and deliverables, regardless of employee absenteeism.
- G. Contractor shall immediately provide to Court updated staff list when changes made.
- H. Contractor shall provide to Court, on a monthly basis, the staff list, the number of hours worked per month, and hourly rate. Permanent staff shall be separated out from temporary staff and such staff shall be indicated as 'Temporary Staff.'
- I. Contractor is responsible for maintaining satisfactory standards for employees regarding conduct, appearance, and integrity (i.e. use of foul language, use of Court staff's personal items, cooking, phone, and TV usage).
- J. All 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 building 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 a burglar alarm system.
- K. Contractor will be required to learn the proper operation of the security alarm system, if necessary, and ensure the building is properly secured and locked when they are the last ones to leave the facility after hours. In addition, the contractor shall ensure all employees are properly trained on safety and emergency procedures (such as fire building evacuations, etc.) for the facilities in which they work.
- L. Contractor shall notify designated court facilities contact or designee 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.
- M. All janitorial crew will be certified as being trained in the proper methods of cleaning blood-borne pathogens and the disposal of same. This requirement shall also encompass the cleaning of areas tainted by, but not limited to, MRSA or staph contaminants.
- N. The Contractor shall obtain prior approval from the designated court facilities contact or designee for any space or area required for storage of the Contractor's equipment and materials.
- O. Equipment and materials shall not be piled or stored at any location to hinder normal business operations or to constitute a hazard to persons or property.

Additionally, all equipment and materials must be kept in a clean orderly fashion in designated closets.

- P. All materials which are stored in the liquid state shall be stored on shelves not higher than three (3) feet above the floor.
- Q. All products stored in secondary containers shall be properly labeled as to the contents.
- R. Only materials meeting industrial standards will be acceptable in the performance of this work. The designated court facilities contact or designee reserves the right to specify the type and quality of all 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.
- S. Under no circumstances will cleaning tools and materials be left unattended during normal business hours.
- T. The Contractor shall handle chemicals provided at each site minimizing the possibility of exposure of facility occupants to acid based or caustic based materials. A list of all chemicals used for these services shall be submitted and pre-approved by the Court's designated Project Manager.
- U. Janitorial: All paper goods (2-ply 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 Contractor. The Contractor will be required to furnish all other 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.
- V. Zero Waste: With the exception of the trash bins, all goods necessary to carry out these duties will be furnished by the Contractor if not already at the location. All necessary goods shall be furnished by the Contractor when the supply runs low or runs out.
- W. 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.
- X. Material Safety Data Sheet: It is required by law that all hazardous 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.
- Y. All materials and supplies shall be Environmentally Friendly.
- Z. The equipment used by the contractor and methods used in the handling of work will be such that a satisfactory quality of work will be maintained, and which will insure compliance with the intent of this contract.
- AA. In cases where particular types of equipment have been banned, or in cases where the Court Project Manager has condemned for use any piece of equipment, the

- Contractor shall remove such equipment from site of work. Failure to do so within a reasonable time may affect a breach of contract.
- BB. All vacuums used must be equipped with HEPA filtration.
 - CC. Hours of work for this contract shall be in accordance with, and subject to, the provisions of the State of California labor code.
 - DD. All employees shall be identified while on the premises by shirt, blouse or smock indicating the company name or logo in print large enough to be read easily and at the Contractors expense.
 - EE. Contractor shall be responsible for use of all keys and/or security cards issued to him/her. The Contractor shall not put identification on any keys. Contractor shall not duplicate any keys for premises under any circumstances. Any lost keys or need for additional keys shall be promptly reported to the designated court facilities contact or designee in writing. The contractor will need to identify which keys were lost, who lost the keys, where they were lost, and the date and time of loss. The contractor will be assessed a fee not to exceed \$25.00 for each key not returned or lost and will be further assessed the costs for parts and locksmith services to remove the lost key from the keying system.
 - FF. Unauthorized duplication of keys for Court Facilities is a misdemeanor under Section 469 of the California Penal Code.
 - GG. Security of Court properties shall be maintained. Doors, gates, and windows shall be closed and locked when not in immediate use. Upon completion of the work in any single building, employees shall check exterior doors and windows to make sure that they are closed and locked. Certain areas are protected by security alarms and procedures for entering and leaving these areas shall be as directed by Court.
 - HH. Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key in their possession.
 - II. Contractor's employees must successfully pass a background check that is conducted by the Department of Justice.

RFP Title: Janitorial Services

RFP Number: 38-23-007

3.0 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: | February 23, 2024 |
| PRE-BIDDERS FACILITIES TOUR 9:00 A.M. <i>(24 hours advanced registration required)</i> | CCC on March 27 HOJ on March 28 |
| Deadline for questions via email only, 3:00 P.M. | April 2, 2024 |
| Questions and answers (FAQs) posted on Court website (estimated) | April 4, 2024 |
| Protest Deadline, 3:00 P.M. | April 5, 2024 |
| Proposal Due Date: 3:00 p.m. | April 12, 2024 |
| Proposer Interview, if any (estimate only) | April 19, 2024 |
| Notice of Intent to Award (NOI) posted on Court website (estimate only) | April 26, 2024 |
| Notice of Award (NOA) (estimate only) | May 3, 2024 |
| Contract start date (estimate only) | June 17, 2024 |
| Contract Term | Initial 1 year with two (2) 1-year renewal options |

PRE-BIDDERS FACILITIES TOUR REGISTRATION

To register for the Pre-Bidders tour of the three facilities, send an email to solicitationsmailbox@sftc.org by 5:00 P.M. March 25, 2024. The subject line of the email should say: Registration for RFP-38-23-007 Janitorial Facilities Tour (company name). Tour instructions will be sent before close of business on March 26, 2024. If you don't receive acknowledgement of your intent to participate in the tour by 12:00 p.m. on March 26, 2024 send a followup email.

4.0 RFP EXHIBITS AND ATTACHMENTS

The following attachments are included as part of this RFP:

| ATTACHMENT | DESCRIPTION |
|--|--|
| Exhibit 1: Refuse Separation Compliance Ordinance Plan | The plan that will be filed by the Court with the San Francisco Environmental Department. |
| Attachment 1: Administrative Rules Governing RFPs | 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: 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. Any material exception (addition, deletion, or other modification) to the JBE's terms and conditions will render a Bid nonresponsive. Note that the JBE, in its sole discretion, will determine what constitutes a material exception. |
| 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: Iran Contracting Act Certification | The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal. |
| Attachment 7: Unruh and FEHA Certification | The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification. |
| Attachment 8: San Francisco Labor Laws Certification | The Proposed must complete the San Francisco Labor Laws certification and submit it with their proposal. |
| Attachment 9: Cost Proposal Budget Template | The budget portion of the Cost Proposal must be submitted only by using this template. |

5.0 BUDGET AND PAYMENT INFORMATION

5.1 The custodial services shall be based on a detailed, line-item budget showing the cost breakdown from the categories below and include a total cost of the proposed services. Labor cost shall be broken down into two lines—one for janitorial duties and one for ZFW duties.

- i. Number of Employees
- ii. Labor Position/Classification Titles
- iii. FTE (where 1.0 = 40 hours)
- iv. Hourly Rate (Salaries)
- v. Taxes & Insurance
- vi. Benefits
- vii. Total Number of Hours per Month (FTE)
- viii. Total Monthly Cost
- ix. Total Annual Cost
- x. Supplies and Materials
- xi. Overhead and Profit

5.2 **[REVISED]** The budget for the first year shall be fixed. However, since Contractor is obligated to pass on cost savings to the Court, each year's budget may actually decrease if such cost savings should occur. Each optional year on the RFP Budget shall be considered an estimated cost for salary, taxes and insurance, and benefits, (collectively, 'Personnel') and ultimately, if option year exercised, will be based on a revised budget containing verified, updated data, if any. The budget for supplies shall be a fixed amount for each year and cannot increase in the first year or any exercised option year. A line item for Profit is built into the budget, therefore no markup is allowed on all other line items. Profit and Overhead are calculated as percentages against certain Personnel line items, as determined by Bidder. These same percentages and calculation formulas will be used in the calculation for each option year exercised. Additionally, Contractor must provide verifiable cost increases before any increase in contract amount is considered for Personnel. The data to increase costs must be submitted before May 15 to ensure a fully executed agreement is in place before July 1. **All Personnel costs must be based on Union Labor Contract rates, including rates for health insurance coverage—i.e., janitorial staff must be covered by health insurance and the amount the janitorial staff pay for health coverage should not exceed what they would pay if they were under union contract.**

If rates change during the term of **the janitorial** contract between Court and Contractor, and Contractor provides the verifiable cost increases to the Court, the Court will amend the contract retroactively to Personnel cost increase date, but no sooner than the start date of the current contract term. For example, if after July 1 Contractor receives information from Union of labor increase retroactive to before July 1, the retroactive amount in the amended contract between Court and Contractor shall begin July 1.

- 5.3 Contractor must provide to the Court a final list containing staff names, assigned hours, assigned location, and positions before contract start date.
- 5.4 Contractor shall require staff to electronically sign in and sign out for each shift without fail and Contractor's staff shall use program provided by Contractor.
- 5.5 **[REVISED]** Contractor shall provide relief personnel to ensure each assignment is performed per specifications and deliverables, regardless of employee absenteeism. **The cost for relief personnel should be included in your Cost Proposal since total FTE cannot change and the cost for an increase in FTE cannot be passed onto the Court.**
- 5.6 **[REVISED]** Contractor shall immediately provide to Court updated staff list when changes made **to include assigned hours, assigned location, and position**; this includes temporary staff when filling in for lengthy period of time, such as maternity leave.
- 5.7 **[REVISED]** Contractor shall provide to Court, on a monthly basis with invoice, the staff list, the number of hours worked per month, staff hourly rate **(which cannot change during a contract period except as specified in Section 5.2)**. Permanent staff shall be separated out from temporary staff and such staff shall be indicated as 'Temporary Staff.' Additionally, ZWF staff shall be separated out from all other staff and such staff shall be indicated as 'ZFW Staff.'
- 5.8 Any work requested by designated court facilities contact or designee that is over and above contract shall require a quote in advance of work to be approved by designated court facilities contact or designee. No other Court staff is permitted to require work that is over and above contract amount, unless it is in response to an emergency.
- 5.9 Compensation for satisfactory services rendered shall be paid on a monthly basis. Court will make payment in arrears, after receipt of Contractor's properly completed invoice. Contractor shall submit an invoice and in accordance with the procedures prescribed by Court on a monthly basis and include the staff list as described in subsection 5.7 above. After receipt of invoice, Court will approve the invoice for payment, or provide Contractor with specific reasons why any payment is being withheld, and those remedial actions required for Contractor to receive the withheld amount.
- 5.10 Any cost savings must be passed on to the Court and Contractor must notify Court as soon as the cost savings are identified. Failure to notify Court of any cost savings will result in repayment of any overpayment made to Contractor by the Court.
- 5.11 Vendor will be responsible for all start-up and on-going operational costs.

6.0 SUBMISSIONS OF PROPOSALS

- 6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Emphasis should

be placed on conformity to the RFP instructions and requirements, and completeness and clarity of content.

- 6.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.
- A. The Proposer must submit a technical proposal that must be signed by an authorized representative of the Proposer. The technical proposal must be submitted to the JBE in PDF format and separate from the cost proposal. The Proposer must include the RFP title and RFP number on first page and must include page numbering on all pages, with the cover page indicating the total number of all pages in the technical proposal, including the number of pages of attachments that may be sent separately.
 - B. The Proposer must also submit a cost proposal that must be signed by an authorized representative of the Proposer. The cost proposal must be submitted to the JBE in PDF format (except when Excel Budget template is required) and be separate from the technical proposal. The Proposer must write the RFP title and RFP number on the first page of the PDF and must include page numbering on all pages, with the cover page of the PDF indicating the total number of all pages in the cost proposal—and should include the number of pages in the Excel Budget template, if required, even though that will be sent as a separate document.
- 6.3 Proposals must only be delivered via email to the Solicitations Email Box solicitationsmailbox@sftc.org by the date and time listed on the coversheet of this RFP. The subject line of the email must include RFP number, company name, and 'technical proposal' or 'cost proposal' or 'all proposals' (if submitting both in same email). The CEO or Authorized designee must be copied on all emails that contain proposals as proof of approval to submit proposal as is.
- 6.4 Late proposals will not be accepted. **It is highly recommended to submit at least 24 hours before deadline to ensure all parts received on time. The JBE will not be responsible for technical glitches that prevented timely receipt of proposals.**
- A REPLY EMAIL WILL BE SENT AFTER RECEIPT OF PROPOSAL.**
- IF YOU DO NOT RECEIVE A REPLY DURING REGULAR BUSINESS HOURS WITHIN TWO HOURS OF SUBMISSION, IT IS ADVISED TO SEND A FOLLOW UP EMAIL WITH PROPOSAL. *But remember, late proposals will not be accepted. A proposal is on time when the court receives it by the date and time specified on the cover of this RFP.***
- 6.5 Proposals may not be sent any other way except via email per section 7.3 above.

7.0 PROPOSAL CONTENTS

7.1 Technical Proposal

The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive. The Technical Proposal in its entirety should only be in PDF format, **that is searchable**, has sequential page numbers on all pages, and the total number of pages included on the first page of the Technical Proposal (to help ensure receipt of all pages). **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL. Including cost information in the Technical Proposal can render the proposer as having submitted a defective response and may result in disqualification.**

- A. **Proposer Basic Information.** The Proposer's name, address, telephone, email address, and federal tax identification number. Note that if the Proposer is a sole proprietor using their social security number, the social security number will be required before finalizing a contract.
- B. **Designated Representative.** Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.
- C. **References.** As separate page titled 'References,' to include names, titles, addresses, telephone number, and email address of a minimum of three (3) clients for whom the Proposer has conducted similar services. Include how many years janitorial services performed for each client. Also include how many years ZFW services provided. The JBE may check references listed by the Proposer. Any reference who doesn't respond to inquiry may render the proposal as non-responsive.
- D. **Company Description.** A description of your company, including a description of your company's experience as it pertains to providing janitorial and ZFW services similar in size, complexity, and scope.
- E. **Proposed Method to Complete the Work.**
 - i. **Supervision.** Explain how you propose to provide the necessary supervision duties at each facility.
 - ii. **Staff.** Include a description of the classification and the number of staff intended to provide services at each location.
 - iii. **Schedule.** Include a proposed schedule for hours of coverage per shift in which the work will be performed.
 - iv. **Work Plan.** Proposer shall provide a work plan that describes how the proposer intends to provide the services listed in the scope of work, including implementation methodology, tasks, quality assurance, and the estimated labor hours associated

with those tasks which demonstrate an understanding of the Court's environment.

- v. Customer Service. Proposer shall describe the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and resolution. The description should include, but not be limited to the following, contact process, internal procedures to track customer service issues, concerns and resolution, and escalation process.

7.2 **Attachments**

All required attachments, as listed in the table of contents, should be submitted separately from the Technical Proposal and the Cost Proposal. It is preferable to submit in one PDF, except Attachment 9 which must be submitted in Excel format.

A. **Acceptance of the Terms and Conditions.**

- i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
- ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale (as a Comment in the red-lined document) for each exception and/or proposed change. Proposed changes can only be communicated in this manner in order for the proposed changes to be considered. Failure to submit changes via a red-lined version may deem the proposal as non-responsive.
- iii. Any **material exception** (addition, deletion, or other modification) to the JBE's terms and conditions will render a Bid nonresponsive. The JBE, in its sole discretion, will determine what constitutes a material exception.

B. **Certifications, Attachments, and other requirements.**

- i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
- ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
- iii. The Proposer must complete the Iran Contracting Act Certification (Attachment 6) and submit the completed certification with its proposal.

- iv. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 7) and submit the completed certification with its bid.
- v. The Proposer must complete the San Francisco Labor Laws Certification (Attachment 8) and submit the completed certification with its proposal.
- vi. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
- vii. **Licenses.** Copies of the Proposer’s (and any subcontractors’) current business licenses including license to conduct business in San Francisco.

7.3 **Cost Proposal**

The Cost Proposal is a separate document from the Technical Proposal and the file should be clearly named as the ‘Cost Proposal.’ The following information must be included in the Cost Proposal.

- A. **Budget. Attachment 9 Cost Proposal Budget Template is required.** A detailed, line-item budget should show the cost breakdown and total cost of the proposed services. The template shall include the information in the Inclusion List below, include three fiscal years (July to June), and must be in Excel format only. Excel formulas must be used—no manual calculations. (Acceptable to also submit in PDF format.)

Inclusion List:

- i. Labor Position/Classification Titles
- ii. Number of Employees
- iii. Hourly Rate (Salaries)
- iv. Taxes & Insurance
- v. Benefits
- vi. FTE (enter as FTE where 1.0 FTE = 40 hours/week)

- vii. Total Monthly Cost
 - viii. Total Annual Cost
 - ix. Supplies and Materials
 - x. Overhead and Profit (as a fixed percentage against specific Personnel lines, as specified by Bidder)
- B. **Budget Justification.** On a separate document, a full explanation of all budget line items in a narrative titled “Budget Justification.” This section shall also identify any potential or anticipated changes due to labor negotiations, overhead, profit, or any other incidentals based on past experience. Additionally, the proposer must describe how future price increases will be minimized and capped, and how both increases and decreases will be passed on to the Court should this arise. Also include the hourly rate for additional, as needed services. Lastly, Contractor must indicate what document they will use to verify labor cost increases. This narrative should be in PDF format only.
- C. **Proof of financial solvency or stability** (e.g., balance sheets and income statements). Acceptable to submit as separate PDF document with ‘CONFIDENTIAL’ marked on each page.

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

8.0 OFFER PERIOD

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

9.0 EVALUATION OF PROPOSALS

The Court has two independent evaluation teams—an OED Team and a Proposal Evaluation Team.

The OED Team will check each proposal for the presence or absence of the required proposal contents and will review for Omissions, Errors, and Defects. This Team reviews for OED first and notifies any proposer of disqualification. A proposer may also be notified of items that need correcting that are not, initially, deemed as a disqualification. Items needing correction will be given a deadline and if deadline is missed, proposer will be deemed non-responsive and will either be disqualified or will have their proposals scored as is. Any disqualification ends further evaluation for that proposer.

The Proposal Evaluation Team will firstly only evaluate and score items from the Technical Proposal. The Cost Proposals are not opened until after the Technical Proposal scoring is complete and Cost Proposals will be scored separately.

For each proposer, the scores will be combined for a total of 100 points.

Award, if made, will be to the highest-scored proposal. If a contract will be awarded, the JBE will post an intent to award notice at www.sfsuperiorcourt.org Any proposal that is incomplete, contains errors, or violates a rule of the RFP may be deemed non-responsive.

Evaluation Table

| CRITERION | MAXIMUM POINTS |
|--|-----------------------|
| Technical Proposal | 30 |
| Experience on similar assignments | 20 |
| Acceptance of Terms & Conditions | 10 |
| San Francisco Environmental Zero-Waste Facilitator Certification | 10 |
| Cost | 30 |
| <u>TOTAL</u> | 100 |

10.0 INTERVIEWS

The JBE may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews will be conducted online. The JBE will not reimburse Proposers for any costs incurred for participating in the interview. The JBE will notify eligible Proposers via email regarding interview arrangements. There are no points for attending an interview, but a missed interview could result in proposer being deemed non-responsive and therefore disqualification.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The 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 will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the 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.

RFP Title: Janitorial Services

RFP Number: 38-23-007

Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

The JBE has waived the DVBE incentive in this solicitation.

13.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the JBE to receive a solicitation specifications protest is by **3:00 p.m. the next business day after posting of FAQs on the Court's website**. Protests must only be sent to the Solicitations Email Box:

solicitationsmailbox@sftc.org

EXHIBIT 1—REFUSE SEPARATION COMPLIANCE ORDINANCE PLAN

Refuse Separation Compliance Ordinance Plan (SFE Form RSCOP)

Completion of this form and submission to San Francisco Department of the Environment (SFE) by the date specified in the attached order is required by SFE under the Directors order issued pursuant to ENV code Chapter 19 and the violation(s) cited in the attached notice.

| Property Information | |
|--|---|
| Refuse Account #: (on file) | Property Address: 400 McAllister Street |
| Refuse Account Name: State of California AOC | Refuse Service Address: <input checked="" type="checkbox"/> Same as property address |
| Property Manager Contact Name: San Francisco Superior Court | |
| Property Manager Contact Phone Number: | Property Manager Contact Email: |
| If this is a commercial office/retail building, list all the tenants within the property address. Superior Court, Cafe, Child Waiting Room. | |

| Zero Waste Facilitator (ZWF) List available at www.sfenvironment.org/download/zero-waste-facilitators | |
|--|--|
| ZWF Company Name: TBD | # ZWF staff and/or full-time employee or equivalent to be employed: TBD |
| ZWF Lead Name: TBD | ZWF hours/day TBD |
| ZWF Lead Email: TBD | ZWF workdays: TBD |
| ZWF Lead Contact Phone: TBD | Time(s) of the day ZWF removing contamination, if applicable: TBD |
| ZWF start date: 7-1-2024 | Time(s) of day refuse consolidated in collection bin(s): TBD |

Refuse Separation Compliance Ordinance Plan (SFE Form RSCOP)

Property Address: 400 McAllister Street

| ZWF and Property Management Responsibilities for Refuse Separation Compliance |
|---|
| <p>What functions will ZWF perform to remove or eliminate contamination from the refuse stream(s)? Check those that apply and provide additional details specific to the property and the contamination noted in the audit.</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Outreach to tenant(s)/employee(s)<input checked="" type="checkbox"/> Direct training to tenant(s)/employee(s)<input checked="" type="checkbox"/> Manual sorting after disposal by tenant(s)/employee(s) & before collection<input type="checkbox"/> Changing purchasing practices to eliminate contaminants from waste stream<input type="checkbox"/> Trash, composting and recycling valet service<input type="checkbox"/> Other: _____ |
| <p>Where will ZWF work on the property? Loading Dock at 400 McAllister Street</p> |
| <p>How will refuse be intercepted before being placed in any bin(s) to be serviced by the refuse hauler? To be included in RFP proposal.</p> |
| <p>What procedures and equipment will be used to sort refuse or remove contaminants?</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Bins to hold refuse prior to separating and placing collection containers<input checked="" type="checkbox"/> Tables for sorting<input checked="" type="checkbox"/> Other property-specific procedures and/or equipment: (If applicable, to be included in RFP Proposal) |
| <p>How will the ZWF communicate with property management regarding opportunities for improved source separation and issues with tenant(s)/employee(s)?</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Weekly report about the types of refuse contamination and sources of contamination, identifying specific items, locations, tenant(s) or employee(s) as appropriate<input checked="" type="checkbox"/> As-needed updates with photos of specific issues<input type="checkbox"/> Copies of notes left for tenant(s)/employee(s)<input checked="" type="checkbox"/> Other property-specific methods of communication: (If applicable, to be included in RFP Proposal) |

RFP Title: Janitorial Services

RFP Number: 38-23-007

Refuse Separation Compliance Ordinance Plan (SFE Form RSCOP)

Property Address: **400 MCALLISTER ST**

| |
|---|
| How will property management use ZWF feedback to educate employees and tenants to improve ongoing source separation of recyclables, compostables, and trash? Training Posting signs |
| How will ZWF and property management monitor ongoing success in complying with proper source separation of refuse? To be included in RFP proposal. |

Attach a copy of the ZWF written agreement (such as contract, MOU or letter of commitment) specifying an engagement period of at least 24 months [as required by the RSO](#).

Submit the completed form and supporting documentation to RSOcompliance@sfgov.org or Department of the Environment/RSO, 1155 Market Street, 3rd floor, San Francisco, CA 94103

The Department of the Environment may request further proof of adequate zero waste facilitation, which may include: on-site inspections, load checks of compactors or date stamped photos of material prior to collection.

END OF EXHIBIT 1

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 the Solicitations Email Box, **solicitationsmailbox@sftc.org**. Proposers must include the RFP Number in subject line of any communication as well as vendor’s company name.

2. QUESTIONS REGARDING THE RFP

Proposers interested in responding to the RFP may submit questions via email to the contact above 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.

4. 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 Email Box 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.

5. 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. 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 Email Box no later than one business day following issuance of the addendum.

6. 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 via email to the Solicitations Email Box 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.

7. 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.

8. 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.

9. 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.

RFP Title: Janitorial Services

RFP Number: 38-23-007

- 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 or provide additional documentation 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.

10. 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.

11. 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.

12. 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 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.

13. 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

RFP Title: Janitorial Services

RFP Number: 38-23-007

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.

14. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Communications. You may contact the Solicitations Email Box for more information.

15. 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.)

16. 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 Solicitations Email Box.

ATTACHMENT 2—JBE DEFINITIONS AND STANDARD TERMS AND CONDITIONS

1. **Definitions:** The terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.
 - A. “Acceptance/Accepted” means the written acceptance issued to the Contractor by the Court after the Contractor has completed a Deliverable, Submittal, or other Agreement requirement, in compliance with the Agreement Document.
 - B. “Administrative Director” if not the Court Executive Officer refers to that individual, or authorized designee, empowered by the Court to make final and binding executive decisions on behalf of the Court.
 - C. “Agreement” means the Agreement that sets forth the terms and conditions under which the Court retains the Contractor and the Contractor shall provide good and/or services for a particular amount.
 - D. “Amendment” means a written document issued by the Court and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a Change in Work Order Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
 - E. “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.
 - F. “Contract” or “Contract Documents” constitute the entire integrated agreement between the Court and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form, including, without limitation, the Agreement and all related Exhibits and Work Orders. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “Agreement.”
 - G. “Contractor” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the Court to do the Contract Work. The Contractor is one of the parties to this Agreement.
 - H. “Court” means the Superior Court of California County of San Francisco.
 - I. “Coversheet” refers to the first page of this agreement.

- J. “Data” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- K. “Day” means calendar day, unless otherwise specified.
- L. “Deliverable(s)” or “Submittal(s)” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the Court for acceptance.
- M. “JBE” refers to Judicial Branch Entity. For the purposes of this agreement, the JBE is Superior Court of
California, County of San Francisco.
- N. “Key Personnel” refers to the Contractor’s personnel, whom the Court has identified and approved to perform the Work of the Agreement.
- O. “Material” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- P. “Notice” means a written document initiated by the authorized representative of either party to this Agreement and given by: i. attaching as a PDF to an email addressed to one of Contractor’s Points of Contact as identified in **Appendix C**. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- Q. “Project” refers to all activity relative to a Work Order and/or this Agreement including activity of the Contractor, its Subcontractors, the Court, or Court’s representatives in connection with the Contract Work.
- R. “Project Manager’s Designee” means an individual that may be designated in a Work Order, as updated from time to time by the Court’s Project Manager in accordance with **Appendix C**.
- S. “Standard Agreement” means the form used by the Court to enter into agreements with other parties.
- T. “Stop Work Order” means the written Notice, delivered in accordance with this Agreement, by which the Court may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision.
- U. “Subcontractor” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Contract Documents refer to Subcontractor(s), and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, and suppliers.

- V. “Term” refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work.
 - W. “Third Party” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Court or the Contractor, which is not a party to this Agreement.
 - X. “Work” or “Contract Work” or “Work to be Performed” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution and completion of the activities related to this Agreement to the satisfaction of the Court. Work may also be defined to include Tasks, Deliverables, and/or Submittals required by the individual Work Order(s) that are performed or provided by the Contractor.
 - Y. “Work Order” refers to a document that is used by the Court to authorize Work pursuant to this Agreement. Each Work Order, if any, shall include details about the nature of the Work the Contractor shall perform, the timeline for completion of the Work, budget requirements, additional reporting guidelines, or other practical details. A Work Order is authorized when the State Standard Agreement form that is the first page of the Work Order has been bilaterally executed.
 - Z. “Work Order Amount” refers to the amount of funds that is encumbered via the State Standard Agreement form that is the first page of each authorized Work Order. The amount that the State may pay to the Contractor for Work provided pursuant to each Work Order shall not exceed the Work Order Amount stated therein.
 - AA.”Zero Waste Facilitator” refers to a vendor that qualifies to be on the current San Francisco Environmental Department’s list of Zero Waste Facilitators to provide services for businesses to maintain compliance with the City and County’s Zero Waste Policy.
- 2. Services Warranty**
- A. The Contractor warrants and represents that each of its employees, consultants, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder shall conform to the requirements of this Agreement in all material respects. All warranties, including any special warranties specified elsewhere herein, shall inure to the Court, its successors, assigns, the Court, and any other customer agencies or other beneficiaries of the Work provided hereunder.
 - B. 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.

3. **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.
 - A. Contractor will not be reimbursed for necessary equipment, equipment maintenance, upkeep or replacement;
 - B. Contractor will not be reimbursed for necessary software, software maintenance, or licenses;
 - C. Contractor will be responsible for all start-up and on-going operational costs.
 - D. Contractor will own their equipment and their software.
4. **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.
5. **Stop Work Order**
 - A. 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.
 - B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, 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.

- C. The JBE shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

6. Acceptance of Work

- A. The Court's Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Court's Project Manager shall apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings shall be resolved as set forth in this provision.
- B. Acceptance Criteria for Work ("Criteria") provided by the Contractor pursuant to this Agreement: i. Timeliness: The Work was delivered on time; ii. Completeness: The Work contained the Services, Materials, and features required in the Agreement; and iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall deliver the Work to the Court, in accordance with direction from the Court's Project Manager. The Court shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria in all material respects.
- D. If the Court rejects the Work provided, the Court's Project Manager shall submit to the Contractor a written rejection describing in detail the failure of the Work as measured against the Criteria. If the Court rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria. Contractor will not be paid for any rejected Services unless Contractor has corrected the stated failures within the stated cure period.
- E. If the Court's Project Manager requests further change, the Contractor shall confer with the Court's Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work shall be accepted or the question of its acceptability referred to the Court Executive Officer and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the Court's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Court Executive Officer (CEO), or his designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the CEO, or his designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the Court may reject the Work and shall notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the Court may terminate this Agreement pursuant to the terms of Standard Provisions set forth in this

Appendix D. Termination does not relieve the Court of liability for wrongfully rejected Work.

G. The Court's acceptance of the Work shall not relieve the Contractor from its responsibility for the Work. The Court's acceptance shall not be deemed to be a waiver of its rights should any claims arise from the performance of the Contractor's Work.

7. Contractor's Personnel

A. 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.

B. The Court has the right to review resumes of the Contractor's proposed personnel prior to commencement of the Work of this Agreement. If, in the Court's reasonable opinion, any of the proposed personnel is unsatisfactory or does not meet the Court's requirements, the Contractor shall submit a different candidate for consideration.

C. The Court reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the Court under this Agreement if, in the Court's opinion, the performance of the Contractor's personnel is unsatisfactory. The Court agrees to provide Notice to the Contractor in the event it makes such a determination. If the Court exercises this right, the Contractor shall promptly assign replacement personnel, possessing equivalent or greater experience and skills.

D. If any of the Contractor's Key Personnel, become unavailable during the Term(s) of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills; any substitute must be Approved by the Court's Project Manager.

E. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the Court's Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time.

F. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the Court, the Court may terminate this Agreement for cause pursuant to General Provisions, as set forth in **Appendix D**.

G. Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.

H. **[REVISED]** 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, (b) any person who has not submitted to a background check, and (c) 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.

8. **Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.
9. **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:
 - A. **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.
 - B. **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.
 - C. **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.
 - D. **No Conflict of Interest.** Contractor and any subcontractor 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.
 - E. **The Contractor and employees of the Contractor shall avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or, (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.**
 - F. **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.
 - G. **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.

- H. Compliance with Laws Generally. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
 - I. Drug Free Workplace. Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
 - J. 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.
 - K. 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.
 - L. 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.
 - M. 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.
10. **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" if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

11. Insurance

- A. Contractor shall provide and maintain at the JBE's discretion and Contractor's expense the following insurance during the Term:
 - i. Commercial General Liability. The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured

- contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
- ii. **Workers Compensation and Employer's Liability.** The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
 - iii. **Automobile Liability.** This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
 - iv. **Professional Liability.** This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
 - v. **Commercial Crime Insurance.** This policy is required only if Contractor handles or has regular access to the JBE's funds or property of significant value to the JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$1,000,000.
- B. **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- C. **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- D. **Deductibles and Self-Insured Retentions.** Contractor shall declare to the JBE all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- E. **Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the JBE, the State of California, the Judicial

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

- F. **Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the JBE certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the JBE.
 - G. **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A- or better that is approved to do business in the State of California.
 - H. **Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
 - I. **Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
 - J. **Consequence of Lapse.** If required insurance lapses during the Term, the JBE is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
12. **Indemnification.** 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. COURT WILL NOT INDEMNIFY CONTRACTOR. INSERTION OF LANGUAGE IN THIS SECTION IS NOT ALLOWED AND WILL BE STRUCK.

13. Termination

- A. 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.
- B. 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; (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading, or (iv) Contractor is required to register with the State Attorney General Charitable Trust Registry (the "Registry") and either fails to register or Contractor's registration status fails to be maintain as 'Current' as displayed on the Registry Verification web page found here:
https://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y&utm_source=newsletter&utm_medium=email&utm_content=Registry%20of%20Charitable%20Trusts&utm_campaign=Funding%20Announcements
- C. 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.
- D. Rights and Remedies of the JBE.
 - i. 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.

- ii. 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.
- iii. 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.

14. Court's Obligation Subject to Availability of Funds.

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

15. 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.

16. **GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
17. **Retention of Records.** The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years after final payment under this Agreement. The Contractor is also obligated to protect Data adequately against fire or other damage.
18. **Audit.** Contractor must allow the JBE or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the 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.
19. **[REVISED] Licenses, Permits, and Registries.** 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. **If this Agreement is the result of an RFP, Proposers must hold a current license to conduct business in San Francisco at the time their proposal is submitted in response to the RFP.**

Additionally, if Contractor is a charitable corporation or fundraiser doing business in California, they certify that they are in compliance with the requirement to register and submit necessary documentation to California's Office of the Attorney General. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits, authorizations, and registrations, and for any fines and penalties arising from its noncompliance with any applicable law or government code.

20. **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.

21. **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.

22. **Copyrights and Rights in Data**

A. The Court reserves the right to use and copyright, in whole or in part, any Data produced from this Agreement.

B. The Contractor agrees not to copyright any Data produced from this Agreement unless the Court gives the Contractor express permission to do so. If such permission is obtained and the Data is copyrighted, the Court shall be given an exemption that reserves for it the right to use, duplicate, and disseminate the Data without fee.

23. **Ownership of Intellectual Property.**

A. Unless the Contractor and the Court reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the Court's requirement (i) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to the Court shall be treated as if it were "work for hire" for the Court, and (ii) the Contractor will immediately disclose to the Court all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "Creations") made, in whole or in part, by the Contractor in the course of or related to providing services to the Court.

B. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the Court, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the Court, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the Court. The Contractor agrees to execute any documents required by the Court to register its rights and to implement the provisions herein.

24. **Limitation on Publication.** The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the Court without prior review and written permission by the Court's Communication Director.
25. **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.
26. **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.
27. **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.
28. **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 nature, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
29. **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.
30. **Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
31. **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.
32. **Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
33. **Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.
34. **Limitation on Court's Liability:** The Court shall not be responsible for loss of or damage to any non-Court equipment arising from causes beyond the Court's control.
35. **Use of Court or Court Provided Equipment.** Neither the Court nor the Courts shall be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees, Subcontractors or agents, even though such equipment may be furnished, rented, or loaned to the Contractor by the Court or Courts.

36. **Disputes.** If Contractor believes that there is a dispute or grievance between Contractor and the Court arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the Court's Project Manager. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:
- A. If the issue cannot be resolved informally with the Court's Project Manager, Contractor shall submit, in writing, a grievance report together with any evidence to the Project Manager's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the Supervisor shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefor. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph 2, listed below.
 - B. Contractor must submit a letter of appeal to the Court Executive Officer (CEO) explaining why the Project Manager's Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The CEO or designee shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the CEO or designee shall be final.
 - C. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.
 - D. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of this agreement.
37. **Provisions Applicable to Certain Agreements.** The provisions in this section are applicable only to the types of orders specified in the first sentence of each subsection. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.
- A. **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.
 - B. **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.

- C. **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.
- D. **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 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.
- E. **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).
- F. **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.
- G. **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.

- H. **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.
- I. **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.
- J. **DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection

with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

- K. **Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* 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.
- L. **Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract

for legal services and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

- M. **Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- N. **Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* 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.
- O. **Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the JBE. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.
- P. **Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* 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.
- Q. **Small Business Preference Commitment.** *This section is applicable if Contractor received a small business preference in connection with this Agreement.* 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.
- R. **Competitive Procurement.** *This section is applicable if contract awarded from a Request for Proposal.* All provisions accepted by the Court in the Proposal submitted to the Court in response to the Court's Request for Proposal (RFP) shall be applicable and enforceable under this agreement and the provisions in the RFP shall be included as an exhibit to this agreement.

RFP Title: Janitorial Services

RFP Number: 38-23-007

38. **Entire Agreement.** This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized officer of the Court.
39. **Order of Precedence.** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
- A. General Provisions;
 - B. Contract form, and any amendments thereto;
 - C. Statement of work, including any specifications incorporated by reference herein;
 - D. Special terms and conditions; and
 - E. All other attachments incorporated in this Contract by reference.

END OF RFP ATTACHMENT 2


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 Definitions and 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 and the benefit to the Court. Note that any material exception (addition, deletion, or other modification) to the JBE’s terms and conditions will render a Bid nonresponsive. The JBE, in its sole discretion, will determine what constitutes a material exception.

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

END OF RFP ATTACHMENT 3

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.

Conflict Minerals. Proposer certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Proposer would provide to the JBE are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a "scrutinized company" as "a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.")

- Check box to indicate acceptance of the clauses above.

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

END OF RFP ATTACHMENT 4

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:</i> _____ |
| | <i>in the State of:</i> _____ _____ |

END OF RFP ATTACHMENT 5

ATTACHMENT 6—IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid to the JBE, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 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 current list of persons engaged in investment activities in Iran created by DGS.

OR

2. We have received written permission from the JBE to submit a bid pursuant to PCC 2203I or (d). *A copy of the written permission from the JBE is included with our bid.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below certify that I am duly authorized to legally bind the bidder to the clause in paragraph 1. 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:</i> _____ | |
| | <i>in the State of:</i> _____ | |

END OF RFP ATTACHMENT 6

ATTACHMENT 7—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:</i> _____ <i>in the State of:</i> _____ |

END OF RFP ATTACHMENT 7

RFP Title: Janitorial Services

RFP Number: 38-23-007

ATTACHMENT 8—SAN FRANCISCO LABOR LAWS CERTIFICATION

CERTIFICATIONS:

1. Proposer certifies they are in compliance with all [San Francisco Labor Laws](#). Though laws are subject to change, Proposer certifies they will be in compliance at all times, even as changes arise.

| | | |
|---|--|--------------------------|
| <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:</i> _____ <i>in the State of:</i> _____ _____ | |

END OF RFP ATTACHMENT 8

RFP Title: Janitorial Services

RFP Number: 38-23-007

ATTACHMENT 9—COST PROPOSAL BUDGET TEMPLATE

(See Excel template)

END OF RFP 38-23-007