

**SAN FRANCISCO SUPERIOR COURT**  
**RFP-38-23-007**  
**JANITORIAL & ZERO WASTE FACILITATOR SERVICES**

**FAQs**

QUESTION	ANSWER																		
Please confirm if the courthouse is currently being run by a non-union provider that uses non-union labor. [Note: similar questions asked, but response is same.]	There is no union labor requirement, however, please carefully read section 5.0 in Revision No. 2 of the RFP for required rate of pay and health benefits.  Some of the current labor previously worked as union labor.																		
What is the current level of staffing by current (or former) company? Please break down by AM-during the day and after hours.	The current level of staffing is 12.5 FTE. Day = 3.5 Night = 9																		
How many custodians at Civic Center Courthouse & Hall of Justice? Do you have a day porter per location? How many per day?	From the tours, prospective proposers should be able to determine how many custodians / day porters needed at the three locations—Civic Center, Hall of Justice, and Polk Street.																		
What is the currently hourly wages rate for the cleaning staff?	As of January 2024: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Title</u></th> <th style="text-align: right;"><u>Hourly Rate</u></th> </tr> </thead> <tbody> <tr> <td>Day Porter</td> <td style="text-align: right;">\$ 28.82</td> </tr> <tr> <td>Day Shift Supervisor</td> <td style="text-align: right;">\$ 28.82</td> </tr> <tr> <td>Floor Specialist</td> <td style="text-align: right;">\$ 29.40</td> </tr> <tr> <td>Night Janitor</td> <td style="text-align: right;">\$ 28.82</td> </tr> <tr> <td>Night Janitor</td> <td style="text-align: right;">\$ 32.57</td> </tr> <tr> <td>Night Porter</td> <td style="text-align: right;">\$ 32.57</td> </tr> <tr> <td>Night Shift Supervisor</td> <td style="text-align: right;">\$ 32.55</td> </tr> <tr> <td>Night Shift Supervisor/Floor Tech</td> <td style="text-align: right;">\$ 33.60</td> </tr> </tbody> </table>	<u>Title</u>	<u>Hourly Rate</u>	Day Porter	\$ 28.82	Day Shift Supervisor	\$ 28.82	Floor Specialist	\$ 29.40	Night Janitor	\$ 28.82	Night Janitor	\$ 32.57	Night Porter	\$ 32.57	Night Shift Supervisor	\$ 32.55	Night Shift Supervisor/Floor Tech	\$ 33.60
<u>Title</u>	<u>Hourly Rate</u>																		
Day Porter	\$ 28.82																		
Day Shift Supervisor	\$ 28.82																		
Floor Specialist	\$ 29.40																		
Night Janitor	\$ 28.82																		
Night Janitor	\$ 32.57																		
Night Porter	\$ 32.57																		
Night Shift Supervisor	\$ 32.55																		
Night Shift Supervisor/Floor Tech	\$ 33.60																		
Is there a differential rate of pay for the night shift?	For the contract against this RFP, the rate of pay will be pursuant to the provisions of the Union rates. Please consult the Union contract.																		
[To comply with the California Labor Code 1060 'Displaced Janitor Opportunity Act,'] is it possible to get the list of staff names currently at the locations?	The list of staff names will be provided when the contract is routed for signature.																		
How long have the current custodial staff worked in the courts?	Some of the staff remained when the contractor changed in June 2022. Those staff that remained have generally worked at the Court for nine years.																		

<p>In the RFP Revision No. 2, it states that “janitorial staff must be covered by health insurance”. What if the employee(s) opt out?</p>	<p>Janitorial staff can opt out of health insurance provided by janitorial vendor but cannot be due to cost. For instance, sometimes people opt out because they are covered by their spouse’s or domestic partner’s insurance from a different employer.</p>
<p>What time can the services be performed? [Similar questions received but answer would be the same.]</p>	<p>Services are performed during business hours as posted on the Court website for non-noisy, non-intrusive cleaning and during after business hours for noisy cleaning/ intrusive cleaning like vacuuming, mopping, emptying trash from offices, scrubbing bathrooms, etc.</p>
<p>In regards to section 2.5 Scope of Work, item II: how long does it take for the Department of Justice to process background checks and provide results?</p>	<p>It can sometimes take a week. <i>Note: Current staff have already completed this process.</i></p>
<p>Is the contractor permitted to have badged employees escort new hires while their background checks are being processed?</p>	<p>The Court takes background checks seriously, therefore, only those that have passed a background check and issued a badge may work at the Court.</p>
<p>Are the buildings at full staff capacity? If not, is it anticipated that the levels on staff will increase during the contract period? [I]s it a hybrid work space?</p>	<p>The buildings are not at full staff capacity. The Court does work with a hybrid schedule. The Court does not anticipate that the levels of staff will increase during the contract period.</p>
<p>Do the janitor closets have utility sinks? Do they have it on each floor?</p>	<p>CCC has a sink on each floor and Polk has a sink. However, at HOJ, two of the three floors have a functioning sink, but not on 2<sup>nd</sup> floor--they must use sink on the 1<sup>st</sup> or 3<sup>rd</sup> floor.</p>
<p>How many lockers and shower stalls are there?</p>	<p>CCC has four locker rooms and three showers; HOJ showers are at a minimum; and locker rooms for Clerks are just lockers. The locker room at HOJ for Bailiffs are only cleaned upon request which is only periodically.</p>
<p>For the Hall of Justice, are the elevators considered state or county? How much square footage of the building will be part of the cleanable area?</p>	<p>Elevators at HOJ are not part of this contract. Please see section 2.0 for the square footage of cleanable area.</p>
<p>For the quarterly tasks, is it possible to schedule these on the weekends?</p>	<p>Yes. Be sure your cost proposal reflects any weekend pay differential, as there is no ability to change the quote during the contract period.</p>

<p>Can you please clarify the length of the contract for the zero waste facilitator?</p>	<p>The work included in the Statement of Work for zero waste facilitator duties is incorporated into the janitorial contract. Therefore, the length is one year with two possible options to extend for another year each.</p>
<p>For ZWF, how many persons are working on it?</p>	<p>Currently there are two who sort daily at CCC.</p>
<p>Is garbage from 850 Bryant the entire building (jail, non-state areas) included in waste to be sorted?</p>	<p>The Zero Waste Facilitator services for the Court are only performed at the CCC location—not HOJ and not Polk.</p>
<p>I noticed janitors from the City (850 Bryant St) placing recycling into compactor. How do they ensure the waste is not contaminated and is there a way to streamline that process for access? Do they have Zero Waste Facilitators or can only one entity place waste in final collect receptible to prevent contamination of waste?</p>	<p>Since the Zero Waste Facilitator services that are paid for by the Court are only performed at the CCC location—not HOJ and not Polk—the Court does not know the answers to these questions about City processes.</p>
<p>Can you please provide two months of Recology invoices?</p>	<p>The Court does not pay Recology as that is paid by the Judicial Council of California, so we don't have those invoices.</p>
<p>How do bidders provide the ZWF pricing if it is likely to fluctuate as services need to be scaled back and/or up? (Pricing is fixed on the Attachment 9 Excel spreadsheet) Would it not be beneficial to separate the pricing component for ZWF services and have it able to reflect scalability in the pricing structure?</p>	<p>There is no ability to 'scale up' in the first year of the contract. Proposers can state in their Cost Proposal Justification document a scale back table that includes the amount(s) that will be scaled back and the trigger(s).</p>
<p>RE: Exhibit 1 – Refuse Separation Compliance Ordinance Plan (RSCOP). Do bidders need to complete this RSCOP? (in multiple places it states: “if applicable, to be included in RFP proposal)</p>	<p>The form is completed by the Court. Where it states ‘if applicable, to be included in RFP proposal’ is asking to include your plan to address the need/requirement.</p>
<p>In section 2.2, Scope of Work – Zero Waste, item G. of the RFP, it states that Contractor will provide digital “welcome kits” to JBE Staff. Can the Court please elaborate on what would be preferred to meet this requirement?</p>	<p>A digital welcome kit could be as simple as a PDF with illustrations/photos or it could be a video from your marketing deck.</p>
<p>In section 2.2, Scope of Work – Zero Waste, item H. of the RFP, What does the Court desire in terms of “Contractor’s live updated database?” Does the awarded contractor need to employ a software application to meet this requirement?</p>	<p>The Court desires Zero Waste tracking to be timely, and by using a software to accomplish this, both the vendor and the Court can know, as soon as data is input, how the Court is performing.</p>

<p>What is the budget for the contracts?</p>	<p>The budget will be determined if and when there is a contract award resulting from this RFP. Please use the Excel attachment for the RFP to submit your budget proposal.</p>
<p>On page 17 of the RFP, it states that the cover page must indicate the total number of pages; including the number of pages of the attachments. Will a table of contents suffice? (and not included on cover page)</p>	<p>The proposer risks evaluators missing pages if the total number of pages in the proposal is not included.</p>
<p>Will you provide a sample contract?</p>	<p>Yes. See attached.</p>
<p>Are the consumables supplies to be included in the proposal?</p>	<p>Per the Cost Proposal Excel template, there is a line-item for supplies.          Additionally, within the RFP, Sections 2.1 Scope of Work, 2.4 Work Standards, 2.5 Scope of Work Provisions, and 5.0 Budget and Payment Provisions state the requirement to 'provide' supplies and to include supplies in your cost proposal.           For clarification, supplies include consumables but do not include start up equipment.</p>
<p>In section 6.3 on page 17 of the RFP, it states that "The CEO or Authorized designee must be copied on all emails that contain proposals as proof of approval to submit proposals as is." Please specify email addresses of CEO or Authorized designee that are to be copied on proposal email submissions.</p>	<p>The CEO or Authorized designee is the CEO or Authorized designee of the Proposer entity. Please include your CEO or Authorized designee in the 'CC' section of the email addresses.</p>
<p>What is the annual value of the current contract for janitorial services at the locations in this RFP?</p>	<p>The contract amount for each year for the past two years is:          FY22-23 \$1,130,256          FY23-24 \$1,124,723 (this amount will increase due to supplies purchases intentionally omitted in the budget amount on July 1, 2023)</p>
<p><b>END OF FAQs</b></p>	

# SAMPLE CONTRACT

STATE OF CALIFORNIA JUDICIAL BRANCH  
**STANDARD AGREEMENT** (REVISED SEPT2023)

AGREEMENT NUMBER
VENDOR NUMBER

1. In this agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “JBE” or “Court” refers to the **Superior Court of California, County of San Francisco**.

---

2. This Agreement is effective as of **[Date]** (“Effective Date”) and expires on **[Date]** (“Expiration Date”).  
 This Agreement includes one or more options to extend through **[Date or “N/A”]**.

---

3. The maximum amount the JBE may pay Contractor under this Agreement is \$**[Dollar amount]** (the “Contract Amount”). The maximum amount the JBE may pay Contractor is (i) \$**[Dollar amount]** during the Initial Term, and (ii) \$**[Dollar amount]** during the Option Term.

---

4. The purpose or title of this Agreement is: **[Purpose or descriptive title]**.

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

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

[Appendix A—Scope of Work](#)

[Appendix B—Budget & Payment Provisions](#)

[Appendix C—Points of Contact](#)

[Appendix D—Definitions and General Provisions](#)

[Exhibit 1—Acceptance and Sign-Off Form](#)

[Attachment 1—Unruh Civil Rights Act](#)

[Attachment 2—Darfur Contracting Act \(all contracts\)](#)

[Attachment 3—RFP Proposal](#)

JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
JBE’S NAME	CONTRACTOR’S NAME
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS	ADDRESS

EXPENDITURE <b>XXX</b>	FISCAL YEAR <b>Xx/xx</b>
I hereby certify upon my own personal knowledge budgeted funds are available for the expenditure period stated. AUTHORIZED SIGNATURE  <b>(remove if zero dollar)</b>	

**APPENDIX A**  
**Scope of Work – from RFP**

SAMPLE

**End of Appendix A**

## APPENDIX B

### Budget & Payment Provisions

#### 1. Budget from RFP

##### A. Per Table B-1

Table B-1

- B. The maximum amount the Court may pay during \_\_\_\_\_ through \_\_\_\_\_ is \$ \_\_\_\_\_.
- C. The maximum amount that may be paid under this contract is \$ \_\_\_\_\_.
- D. Each line-item in the Budget is the maximum paid for that item. No items that are not included in the line-item Budget may be invoiced, charged, or otherwise financially obligated to the Court.
- E. Vendor will be responsible for all start-up and on-going operational costs.
- F. In no event shall the Court be obligated to pay any amount in excess of the contract maximum. Contractor waives any and all claims against the Court, and all Judicial Branch Entities on account of project costs that may exceed any line-item amount, any additional amount not included in the Budget, and/or the sum of this contract.

#### 2. Pricing

- A. If this Agreement includes future estimated labor costs, those costs must be reviewed and approved before becoming effective.
  - i. Price increases will be accepted during exercised option terms as follows:
    - b. The increase(s) are stated in writing with verifiable backup documentation; and
    - c. Capped at \_\_\_\_ %.
  - ii. Cost decreases, if any, will be passed on to the Court and reflected in the invoice(s) to the Court beginning with the month immediately following the cost decrease occurrence.
- B. If this Agreement is the result of an RFP, the information submitted in the Cost Proposal is attached as an Appendix and becomes part of the Agreement.
- C. No price changes as a result of cost increases will be accepted during the term of the contract unless agreed to in writing by JBE.

#### 3. Payment Provisions

- A. Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this **Appendix B**. The amounts specified in this Exhibit shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
- B. Contractor will only invoice for Goods that the JBE has accepted.
- C. Contractor will only invoice for Services or Deliverables that the JBE has accepted.
  - i. When making payment tied to the acceptance of Deliverables, JBE has the right to withhold fifteen percent (15%) of each payment until the JBE accepts the final deliverable.

ii. The JBE will not make any advance payment for Services.

D. No expenses related to the Goods, Services, and or Deliverables shall be reimbursed by the JBE except those outlined in the Appendix B, Budget.

i. If travel expenses are allowed, all travel is subject to written preauthorization and approval by the JBE, and all travel expenses are limited to the maximum amounts set forth in the JBE's travel expense policy.

ii. Contractor shall not invoice the JBE, and the JBE has no obligation to reimburse Contractor, for expenses that exceed the amount outlined in the budget, or the maximum amount indicated in the JBE travel expense policy.

E. Payment does not imply acceptance of Contractor's invoice, Goods, Services or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.

#### 4. Invoicing

A. For services satisfactorily rendered, and upon receipt and approval of the invoice, the Court agrees to compensate the Contractor in accordance with the amount specified and made a part of this Agreement.

B. Contractor shall submit itemized line-item invoices, which reflect actual costs to include type of service (or deliverable or project name), unit price, and total as referenced in the Appendix B, Budget and must include with all invoices:

i. Timesheet for all staff-paid or volunteers, permanent or temporary; and, if applicable

ii. Copies of paid receipts for all reimbursement requests.

C. Government Code 927 et seq., requires the Court to issue payment on undisputed invoices within 45 days of receipt of an invoice. For services rendered to the satisfaction of the Court Contract Manager, Court agrees to pay to the Contractor for actual costs based on the **Appendix B**, Budget and presentation of an itemized invoice as described below to be submitted no later than fifteen days (15) following the end of the preceding month. Invoices shall include:

i. The contract number;

ii. A unique invoice number;

iii. The contractor's name and address;

iv. Taxpayer identification number; and

v. Preferred remittance address, if different than mailing address.

D. It is the discretion of the Court's Project Manager to use the Acceptance and Sign off form (**Exhibit 1**) to document unsatisfactory work. If the Court's project manager completes the form, the work shall be described in the first field on the form as specified in in **Exhibit A**, Statement of Work along with explanation of dissatisfaction and remedy; and shall submit the form to the Contractor to cure.

E. The Contractor shall submit each invoice for review and approval **only via email to Accounts Payable** as well as to the Project Manager. **Invoices sent any other way may not be processed.**

Name, title

Email

**End of Appendix B**



**APPENDIX C**  
**Points of Contact**

1. Court Contact:

Project Manager and Contract Manager  
Name, title  
Address  
Email  
phone

Contract Staff  
Name, title  
Address  
Email  
phone

2. Contractor Contact:

Project Manager  
Name, title  
Address  
Email  
phone

Contract Manager  
Name, title  
Address  
Email  
phone

3. Changes to Project Managers: Court may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Subject to written approval by Court, Contractor may change its project manager without need for an amendment to this Agreement.
4. Notices are sent to everyone listed above and in the manner stated in **Appendix D, Section 1, Part P.**

**End of Appendix C**

**APPENDIX D**  
**Definitions and General Provisions per RFP**

SAMPLE

**End of Appendix D**

## EXHIBIT 1

### Acceptance and Sign-Off Form

Description of Services or Deliverables:

Date submitted:

1) Submitted on time and within budgeted cost:  Yes  No *If no, note length of delay and reasons.*

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

3) Technically accurate:  Yes  No. *If no, please note corrections required.*

4) Level of satisfaction:  Poor  Fair  Good  Excellent

Comments:

#### Acceptance Status:

Work is now accepted.

Work is unacceptable as noted above.

Substantial completion has been made; remaining issues to be addressed by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF EXHIBIT 1**

**ATTACHMENT 1**

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

**Submitted with RFP Proposal**

**SAMPLE**

**END OF ATTACHMENT 1**

**ATTACHMENT 2  
DARFUR CONTRACTING ACT**

**Submitted with RFP Proposal**

**SAMPLE**

Court will send form to Contractor to fill, sign, and return.

**END OF ATTACHMENT 2**

**ATTACHMENT 3  
RFP PROPOSAL**

**SAMPLE**

**END OF ATTACHMENT 3**

**END OF AGREEMENT**