

RFP Title: *JANITORIAL SERVICES*

RFP Number: *SC 012/026*

# REQUEST FOR PROPOSAL

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*ALAMEDA SUPERIOR COURT*

**REGARDING:**

*RFP SC 012/026*

*JANITORIAL SERVICES*

**PROPOSALS DUE:**

*April 17, 2012* NO LATER THAN 2:00 P.M. PACIFIC TIME

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## **1.0 BACKGROUND INFORMATION**

1.1 Court is in need of janitorial services to be performed at all of its locations within Alameda County, which at this time amounts to 10 Court facilities of various sizes. Court occupies many of the facilities with County Offices, however Contractor shall provide janitorial services to the designated Court areas of these facilities only. In some cases the Court is responsible for servicing the public areas at some of the locations. (See Attachment 8 for Court locations, hours and recognized holidays; Attachment 6 for Schedule of Cleaning Tasks; Attachment 7 for Cleaning Standards and Attachment 9 Pricing Sheets.)

## **2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

The Court seeks the services of an entity with expertise in professional cleaning and janitorial services for its 10 Court locations.

1. Contractor shall provide janitorial service for each facility, as specified in the schedule of tasks and cleaning standards, with the exception of Court holidays as set forth in Attachment 8.
2. Contractor shall furnish all necessary labor, supervision, travel, equipment and materials to perform the janitorial service as required. For instance, the Contractor shall provide a ladder, or other suitable device, of sufficient height for cleaning and dusting of areas with high ceilings, mop buckets, vacuums, floor buffers and cleaning agents.
3. Contractor shall provide sufficient labor and supervision at all times to carry out the works satisfactorily, and shall ensure that only competent workers who are skilled in the type of work specified are employed. If the Court determines that a person is incompetent or unsuitable, the Contractor shall immediately remove such person from performing any further service and make sure that all keys, badges and any other items that belong to the Court are returned within 24 hours.
4. Contractor is responsible for maintaining satisfactory standards for employees in regards to conduct, appearance and integrity (i.e. use of foul language, use of court staff's personal items, cooking, phone and TV usage.)
5. Contractor shall ensure that staff who work after business hours keep their voices and radios/cd players at a low decibel level so as not to disturb Judicial Officers and staff that may still be on the premises.
6. 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 performance of services.

Contractor shall keep a record of each employee working on this agreement, as follows:

- Name, Address & Phone Number
  - Work Classification and Rate of Pay
  - Bi-weekly hours worked
  - Emergency Contact Information
7. Contractor shall provide relief personnel as necessary to ensure that each assignment is performed per specifications and deliverables, regardless of employee absenteeism.
  8. The lead person on any janitorial crew shall be able to read, write, speak and understand the English language to the extent required for communication in person, via telephone, and in writing with designated 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. The English speaking person shall be over the age of eighteen (18) years.

9. Contractor will be required to learn the proper operation of the security alarm system, if necessary, and ensure that 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 that all employees are properly trained on safety and emergency procedures (such as fire building evacuations, etc.) for the facilities in which they work.
10. Contractor shall notify Court of any irregularities noted during performance of services including, but not limited to, doors left unlocked, lights not working or left on, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or damage to the building or its contents.

## **2.1 Storage of Equipment and Materials**

- a. The Contractor shall obtain prior approval from the designated Court representative for any space or area required for storage of the Contractor's equipment and materials.
- b. 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.
- c. All materials which are stored in the liquid state shall be stored on shelves not higher than three (3) feet above the floor.
- d. All products stored in secondary containers shall be properly labeled as to the contents.

### **2.1.2.1 Materials**

- a. Only material meeting industrial standards will be acceptable in the performance of this work. The Designated Court Facilities Contact 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.
- b. Under no circumstances will cleaning tools and materials be left unattended during normal business hours.
- c. The Contractor shall handle chemicals provided at each site so as to minimize the possibility of exposure of facility occupants to acid based or caustic based materials. A list of all chemicals used for these services shall be submitted and pre-approved by Court's designated representative.
- d. 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.

- e. 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 Court with documentation of proper disposal of all products and containers used in the performance of services.
- f. **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. If some or all of the products used by Contractor to perform the Work are on CAL OSHA's "Hazardous Substances List," Contractor shall forward a completed Material Safety Data Sheet (MSDS) to the Court's Project Manager. Contractor to provide updated sheets annually or quarterly as needed.

#### **2.1.2.2 Labor**

Hours of work on this contract shall be in accordance with, and subject to, the provisions of the State of California labor code.

#### **2.1.2.3 Security**

- a. Contractor shall have all employees working in the Court facilities fingerprinted by the Alameda County Sheriff's Department within 10 days from the start of the contract. Each employee will also have a background check by the Court. Verification of clearance for any employee with access and entry into the Court facilities must be received by the court PRIOR to the start of work.
- b. All employees shall be identified while on the premises by picture identification card furnished at Contractor's expense, and by shirt, blouse or smock indicating the company name or logo in print large enough to be read easily.
- c. Contractor shall be responsible for all costs of fingerprinting, identification badges, background checks and uniforms until the end of the contract.
- d. 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 badges or need for additional keys or badges shall be promptly reported to or requested of the Designated Court Facilities Contact.
- e. Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked at end of shift to verify the areas are secured.

## **2.2 Equipment**

- a. The equipment used by the Contractor and methods used in the handling of the work will be such that a satisfactory quality of work will be maintained, and which will insure compliance with the intent of this contract.
- b. In cases where particular types of equipment have been banned, or in cases where the Designated Court Facilities Contact or his/her designee has condemned for use any piece of equipment, the Contractor shall remove such equipment from the site of work. Failure to do so within a reasonable time may effect a breach of contract.
- c. All vacuums used must be equipped with Hepa Filtration.

### **2.3 Field Inspection**

- a. The work shall be under the inspection of the Designated Court Facilities Contact or his/her designee. Written reports on the findings from inspections will be furnished to the Contractor for corrective action.
- b. The Designated Court Facilities Contact or his/her designee or representatives will make field inspections at their discretion. Notices of deficiencies will be given in writing to the Contractor. Contractor to specify per inspection the occurrence of how often inspections will be completed quarterly or annually or as needed.
- c. Inspection shall not relieve the Contractor of his obligations to inspect and furnish material and workmanship in accordance with the contract. Imperfections of materials or workmanship overlooked by the inspectors shall not be exempted from rejection if they shall later be discovered. The contractor shall ensure that corrective actions are taken promptly and will notify the Designated Court Facilities Contact of those actions as soon as possible but not more than twenty-four (24) hours following the notice.

### **2.4 Hours of Work**

Refer to site specifications given in Attachment 8. There may be need for janitorial services on weekends for special after hour's events, including but not limited to mock trials held after hours or court jury proceedings that continue after hours. Notification will be given to the Contractor identifying the type of service and areas to be serviced.

### **2.5 Certifications and Verifications**

- a. Commercial General Liability Insurance
- b. Auto-Business Worker's Compensation Employers Liability Insurance

### **2.6 Customer Service**

The vendor's customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The customer service process includes, but is not limited to:

- Customer service organizational structure

- Contact process (phone, email, fax, etc.)
- Follow up process
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding customer service issues

## **2.7 Inventory**

The Court has an ongoing requirement for the products indicated in this RFP. The vendor or vendors awarded a contract, if any, shall maintain access to a reasonable stock of such products on hand for the term of the contract. Failure to maintain access to a reasonable stock may result in termination for default of the vendor's contract.

## **2.8 Invoicing**

The vendor shall submit a single consolidated monthly invoice all inclusive of the locations serviced. The following information must be included on the invoice:

- Vendor's name, address and telephone number
- Name and address of vendor representative to whom payments are to be sent, if different from the above.
- Name, title and telephone number of the person to contact in case of an incomplete or incorrect invoice.
- Description of goods provided or services performed.

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### **3.0 TIMELINE FOR THIS RFP**

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

<b>EVENT</b>	<b>DATE</b>
RFP issued	<i>March 1, 2012</i>
Pre-proposal Conference	<i>March 20, 2012</i>
Deadline for questions	<i>March 24, 2012</i>
Questions and answers posted	<i>March 29, 2012</i>
Latest date and time proposal may be submitted	<i>April 17, 2012 by 2:00PM</i>
Anticipated interview dates ( <i>estimate only</i> )	<i>May 14, 2012</i>
Evaluation of proposals ( <i>estimate only</i> )	<i>May 21, 2012</i>
Notice of Intent to Award ( <i>estimate only</i> )	<i>May 25, 2012</i>
Negotiations and execution of contract ( <i>estimate only</i> )	<i>June 4, 2012</i>
Contract start date ( <i>estimate only</i> )	<i>July 1, 2012</i>
Contract end date ( <i>estimate only</i> )	<i>June 30, 2017</i>

**4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the entity submitting a proposal (the “Proposer”) must sign this Court Standard Form agreement containing these terms and conditions (the “Terms and Conditions”).
Attachment 3: Supplemental Terms and Conditions	“Proposer” must agree to the supplemental terms and conditions as well.
Attachment 4: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.  <b>Note: A material exception to a Minimum Term will render a proposal non-responsive.</b>
Attachment 5: Darfur Contracting Act Certification	If Proposer has had business activities or other operations outside of the United States within the previous three years, Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Scope of Work/Schedule of Tasks	This outlines the work to be done and the schedule which provides for frequency of services to be provided.
Attachment 7: Cleaning Standards	This provides for the standards set by Court of cleaning requirements.
Attachment 8: Court Locations, Hours of Operation and Holiday Schedule	Provides the addresses of the locations needing service; hours of operation and the days in which the Courts are closed for service.

## **5.0 PRE-PROPOSAL CONFERENCE**

The Court will hold a pre-proposal conference on the date identified in the timeline above. The pre-proposal conference will be held at the Rene C. Davidson Courthouse, 1225 Fallon Street, Room 105, Oakland.

Attendance at the pre-proposal conference is optional. Proposers are strongly encouraged to attend.

## **6.0 SUBMISSIONS OF PROPOSALS**

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.

6.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.

a. The Proposer must submit **one (1) original and five (5) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.

b. The Proposer must submit **one (1) original and six (6) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.

6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Finance Bureau  
Procurement Unit  
1225 Fallon Street, Room 210  
Oakland, CA 94612

6.4 Late proposals will not be accepted.

6.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

## **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.

- a. Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.
- c. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- d. Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the Proposer has conducted similar services. The Court may check references listed by Proposer.
- e. Proposed method to complete the work.
  - i. Staffing number(s) for each location; list use of day porters/floaters/utility crew, etc.
- f. Acceptance of the Terms and Conditions.
  - i. On Attachment 3, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation, or other change.
  - ii. If exceptions are identified, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
  - iii. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**
- g. Certifications, Attachments, and other requirements.
  - i. Proposer must include the following certification in its proposal:

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

- ii. If Proposer has had business activities or other operations outside of the United States within the previous three years, Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
- iii. If Proposer is a corporation, proof that Proposer is in good standing and qualified to conduct business in California.
- iv. Copies of current business licenses, professional certifications, or other credentials.
- v. Proof of financial solvency or stability (e.g., balance sheets and income statements).

7.2 Cost Proposal. The following information must be included in the cost proposal.

- i. A detailed line item budget showing total cost of the proposed services.
- ii. A full explanation of all budget line items in a narrative entitled “Budget Justification.”
- iii. A “not to exceed” total for all work and expenses payable under the contract, if awarded.

**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 Court reserves the right to negotiate extensions to this period.

## 9.0 EVALUATION OF PROPOSALS

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

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

<b>CRITERION</b>	<b>MAXIMUM NUMBER OF POINTS</b>
<i>Cost/Pricing factors/Reasonableness of cost projections</i>	<i>30</i>
<i>Quality of work plan submitted</i>	<i>20</i>
<i>Experience on similar assignments</i>	<i>10</i>
<i>References</i>	<i>5</i>
<i>Financial viability and stability</i>	<i>10</i>
<i>Ability to meet timing requirements to complete the project</i>	<i>20</i>
<i>Experience of key personnel</i>	<i>5</i>

## 10.0 INTERVIEWS

The Court 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 may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

## 11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each proposal will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see [www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10\\_500](http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500)).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption

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requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

## **12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

The Court has waived the inclusion of DVBE participation in this solicitation.

## **13.0 PROTESTS**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://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 Court to receive a solicitation specifications protest is the proposal due date. Protests should be sent to:

Court Executive Officer  
Superior Court of California, County of Alameda  
1225 Fallon Street, Room 209  
Oakland, CA 94612

**ATTACHMENT 1**  
**ADMINISTRATIVE RULES GOVERNING RFPS**

**1. COMMUNICATIONS WITH COURT REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to [bidquestions@alameda.courts.ca.gov](mailto:bidquestions@alameda.courts.ca.gov) (the "Solicitations Mailbox"). Proposers must include the RFP Number in subject line of any communication.

**2. QUESTIONS REGARDING THE RFP**

- A. If a Proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Proposer must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.
- B. Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. 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 Court's responses will be made available.

**3. ERRORS IN THE RFP**

- A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the Court via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the Court 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 Court of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the timeline of the RFP, Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the agreement, Proposer shall not

be entitled to additional compensation or time by reason of the error or its later correction.

#### **4. ADDENDA**

- A. The Court 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 Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

#### **5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS**

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

#### **6. ERRORS IN THE PROPOSAL**

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

#### **7. RIGHT TO REJECT PROPOSALS**

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received are not really competitive; (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 Court.
- B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court'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 Court 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 AOC'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 Court 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 Court or the State of California responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any Court 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 Court personnel or consultants may be cause for rejection of the Proposer's proposal.

## **8. EVALUATION PROCESS**

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. Cost proposals will be checked only if a technical proposal is determined to be responsive. All figures entered on the cost proposal must be clearly legible.
- D. During the evaluation process, the Court may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- E. 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 Court employees. The Court 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.
- F. During the evaluation process, the Court may perform certain checks to determine if a Proposer is deemed ineligible for contract award. For example, Proposer must be qualified to do business in California and in good standing, and must not be in violation of the Recycled Content Plastic Trash Bag Law.
- G. If a contract will be awarded, the Court will post an intent to award notice on its website, at [Contract Opportunities](#).

## **9. DISPOSITION OF MATERIALS**

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

## **10. PAYMENT**

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

## **11. AWARD AND EXECUTION OF AGREEMENT**

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. A Proposer submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.
- C. The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the Court 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 and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed agreement shall be at Proposer's own risk.

## **12. FAILURE TO EXECUTE THE AGREEMENT**

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

## **13. NEWS RELEASES**

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

#### **14. ANTI-TRUST CLAIMS**

- A. In submitting a proposal to the Court, the Proposer offers and agrees that if the proposal is accepted, Proposer will assign to the Court 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 Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Proposer. (See Government Code section 4552.)
  
- B. If the Court 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 Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.
  
- C. Upon demand in writing by the Proposer, the Court 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 Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

## ATTACHMENT 2

### STANDARD TERMS AND CONDITIONS

#### 1. Contractor Certification Clauses

**1.1 Representations and Warranties.** Contractor certifies that the following representations and warranties are true:

- (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. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and in good standing in the State of California.
- (B) *Not an Expatriate Corporation.* Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the Court.
- (C) *Sales and Use Tax Collection.* Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.
- (D) *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.
- (E) *No Conflict of Interest.* Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- (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, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse affect on Contractor's

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

- (H) *Compliance with Laws Generally.* Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.
- (I) *Work Eligibility.* All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- (J) *Drug Free Workplace.* Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.
- (K) *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.
- (L) *Non-discrimination.* 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 has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
- (M) *Special Provisions regarding Domestic Partners, Spouses, and Gender Discrimination.* Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.
- (N) *Special Provisions regarding Compliance with National Labor Relations Board Orders.* Contractor must have 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.

*(O) Special Provisions regarding Compliance with the Sweatfree Code of Conduct.* If this Agreement provides for furnishing equipment, materials, or supplies other than public works, or for the laundering of apparel, garments or corresponding accessories:

- (1) No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108. This declaration is made under penalty of perjury.
- (2) Contractor cooperates fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a) and shall provide the same rights of access to the Court.

*(P) Special Provisions regarding Compliance with the Child Support Compliance Act.*

- (1) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- (2) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

*(Q) Special Provisions regarding Discharge Violations.* Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

*(R) Electronic Waste Recycling Act.* If this Agreement provides for the purchase or lease of covered electronic devices under the Electronic Waste Recycling Act of

2003, Public Resources Code sections 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

- (S) *Use of Postconsumer Material.* If this Agreement provides for the purchase and sale of Goods specified in Public Contract Code section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), and the percentage of the Contractor's postconsumer material in these Goods can not be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or vendor website:
- (1) Contractor has delivered a declaration to the Court specifying the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code section 12200 in Goods offered or sold to the Court, regardless of whether the Goods meet the requirements of Public Contract Code section 12209;
  - (2) Under penalty of perjury, the declaration is true and correct and will remain so until Contractor delivers any amendment of a the current declaration to the Court, in which case the current declaration as amended will be true and correct; and
  - (3) If Contractor sells under this Agreement any printer or duplication cartridges that comply with Public Contract Code section 12209, Contractor has so specified in the declaration required under this section.
- (T) *Jury Duty.* For actual jury service, Contractor's regular employees receive the amount of their regular pay and benefits for no fewer than five days annually, except to the extent Contractor's policies on jury service provide for that amount to be reduced (i) by any juror fees and costs actually reimbursed, and (ii) pro rata for employees who work less than on a full-time basis.

**1.2 Covenant as to Representations and Warranties.** Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue.

## **2. Indemnity**

Contractor shall indemnify and defend (with counsel satisfactory to the Court, Judicial Branch Entities and Judicial Branch Personnel against all claims, damages, losses, and expenses, including attorney fees and costs, founded upon (i) Contractor's performance of, or failure to perform, the Services or Contractor's other duties under this Agreement, or (ii) any other breach by Contractor of this Agreement. 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.

### **3. Insurance**

**3.1 Basic Coverage.** Contractor shall provide and maintain at Contractor's expense the following insurance during the Term:

- A. *Workers Compensation and Employer's Liability.* The policy is required only if Contractor have employees. It 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 million per accident or disease;
- B. *Commercial General Liability.* The policy must cover bodily injury and property damage liability, including coverage for the products – completed operations hazard and liability assumed in a contract , personal and advertising injury liability, and contractual liability, at minimum limits of \$1 million per occurrence, combined single limit; and
- C. *Professional Liability.* The policy must cover liability resulting from errors or omissions committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1 million per claim.
- D. *Commercial Crime Insurance.* The policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; damage to our buildings, and property; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$1 million.

**3.2 "Claims Made" Coverage.** If any required insurance is written on a "claims made" form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the Court's acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Services commence under this Agreement.

**3.3 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.

**3.4 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 times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

**3.5 Deductibles and Self-Insured Retentions.** Contractor shall declare to the Court 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 Court's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

- 3.6 Additional Insured Status.** Contractor shall require Contractor's commercial general liability insurer, Contractor's commercial automobile liability insurer, and, if applicable, Contractor's commercial umbrella liability insurer to name the Court as additional insureds with respect to liability arising out of Contractor's Services under this Agreement.
- 3.7 Certificates of Insurance.** Before Contractor begin performing Services, Contractor shall give the Court 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 30 or more days' prior written notice to the Court. Any replacement certificates of insurance are subject to the approval of the Court, and, without prejudice to the Court, Contractor shall not perform work before the Court approves the certificates.
- 3.8 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.
- 3.9 Required Policy Provisions.** Each policy must provide, as follows:
- A. *Insurance Primary; Waiver of Subrogation.* The basic coverage provided is primary and non-contributory with any insurance or self-insurance maintained by Court and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; and
  - B. *Separation of Insureds.* The commercial general liability policy, or, if maintained in lieu of that policy, the commercial umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability.
- 3.10 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:
- A. *Separate.* Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or
  - B. *Joint.* Joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.11 Consequences of Lapse.** If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provide evidence of reinstatement that is effective as of the lapse date.

#### **4. Default and Remedies**

- 4.1 Default.** A default exists under this Agreement if:

- A. Contractor fails or is unable to meet or perform any of Contractor's duties under this Agreement, and this failure is not cured within 20 days' following notice of default or is not capable of being cured within this cure period;
- B. 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;
- C. Contractor makes or has made under this Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading;
- D. Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make this Agreement admissible when required is not fulfilled or performed.

**4.2 Notice.** Contractor shall notify the Court immediately if Contractor defaults, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement.

**4.3 Remedies.**

- A. *Available Remedies.* The Court may do any of the following:
  - (1) 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 the Court and Contractor;
  - (2) Require Contractor to enter into non-binding mediation;
  - (3) Exercise, following notice, the Court's right of early termination of this Agreement as provided below; and
  - (4) Seek any other remedy available at law or in equity.
- B. *Remedies Cumulative.* All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

**5. Termination and Cancellation; Effect of Expiration or Termination**

**5.1 Early Termination and Cancellation Rights.**

- A. The Court may terminate this entire Agreement immediately "for cause" if Contractor is in default;
- B. The Court may also cancel delivery immediately of all or any portion of unshipped Goods or limit Contractor's Services, and, proportionately, Contractor's compensation except to reimburse Contractor for its actual costs incurred before expenses arising out of early termination by the Court, and any direct and indirect

expenses incurred by cancellation of Goods in process that are custom made for the Court), if:

- (1) the Court determines that having Contractor provide the Services has become infeasible due to changes in applicable laws or regulations; or
  - (2) expected or actual funding to compensate Contractor is withdrawn, reduced, or limited.
- C. The Court may terminate this entire Agreement, with or without cause, by giving Contractor 30 days' notice.
- D. This entire Agreement will terminate immediately without further action of the parties upon the death, or temporary or permanent incapacity, 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.

## **5.2 Effect of Expiration and Early Termination; Survival.**

- A. Upon the Termination Date:
- (1) The Court shall be released from compensating Contractor for Services, other than those Contractor satisfactorily performed before the Termination Date, and for any indirect costs.
  - (2) Without prejudice to the Court, Contractor shall be released from performing Services.
- B. All provisions of this Appendix C will survive the expiration or termination of this Agreement, except for section 1 and promises regarding the maintenance of insurance in section 3 (other than section 3.2, which will also survive).

## **6. Assignment and Subcontracting; Successors**

### **6.1 Permitted Assignments and Subcontracts.**

- A. Neither party may assign or subcontract its rights or duties under this Agreement, except as follows:
- (1) The Court may assign the Court's rights and duties to any Judicial Branch Entity. The Court shall notify Contractor in writing within 30 days following the assignment.
  - (2) Either party may assign its rights and duties or subcontract portions of this Agreement to a third party if the non-assigning party gives advance written consent to the assigning party. Consent may be withheld for any reason or no reason. If a non-assigning party does consent, the consent will take effect only if there is a written agreement between the assigning or subcontracting party and all assignees and subcontractors, stating the assignees and subcontractors:

- (a) are jointly and severally liable to the non-assigning party for performing the duties in this Agreement of the assigning/subcontracting party;
- (b) affirm the rights granted in this Agreement to the non-assigning party;
- (c) make the representations and warranties made by the assigning/subcontracting party in this Agreement; and
- (d) appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.

B. No assignment or subcontract will release either party of its duties under this Agreement.

**6.2 Successors.** This Agreement binds the parties as well as their heirs, successors, and assignees.

## 7. Notices

Notices under this Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to a party's project manager, if one is designated in Appendix A; otherwise, notices must be addressed to the individual(s) in the signature block of this Agreement. Either party may change its address for receipt of notice by entering a different recipient and address below or by giving notice at any time to the other party in the manner permitted by this paragraph.

If to the Court:

Name: Jonni Atkins  
Title: Project Manager  
Address: 1221 Oak Street  
Room 15, Basement  
Oakland, CA 94612  
Phone: 510-891-6284  
E-mail: jatkins@alameda.courts.ca.gov

If to Contractor:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 8. Miscellaneous Provisions; Interpretation

**8.1 Independent Contractor.** Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court.

**8.2 Special Provisions for Agreements Providing for Compensation of \$50,000 or more; Union Activities Restrictions.** As required under Government Code sections 16645-16649. Contractor shall not:

- A. Assist, promote, or deter union organizing by employees performing work under state or judicial branch contracts;
- B. Use the state's or Court's funds received under this Agreement to assist, promote or deter union organizing; or
- C. For any business conducted under this Agreement, use any property of the state or Court to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state or judicial branch property is equally available to the general public for holding meetings.

If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that no reimbursement from the state's and Court's funds has been sought for these costs, and provide those records to the Attorney General upon request.

**8.3 Audit and Records**

- A. *Audit.* Contractor shall allow the Court's designees and the Court to review and audit Contractor's documents and records relating to this Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit.
- B. *Ownership.* The Court is the exclusive owner of all materials collected and produced in connection with the Services. Upon the Termination Date (subject to any mutually agreed period of continuation of Services), or upon the Court's notice at any time, and subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the Court or to another party at the Court's direction. Contractor shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:
  - (1) Contractor's receipt of final payment under this Agreement; and
  - (2) The Court's resolution with Contractor of the findings of any final audit.
- C. *Copies.* Contractor may retain copies of any original documents Contractor provides to the Court.

**8.4 Special Provisions regarding Ownership of Results.**

- A. *Special Provisions regarding Grant Funds.* If this Agreement provides Compensation to Contractor for a project funded through a grant, at the conclusion of the Project, title to all expendable and non-expendable personal property with a

value of \$500 or more purchased with Court funds shall vest, automatically and without further action of the parties, with the Court. If Contractor provides written certification to the Court that the property will continue to be used for grant-related purposes and the Court approves such certification in writing, the Court may permit title to all such property to remain with Contractor in accordance with the Court's written instructions. Contractor must await specific written instructions from the Project Manager regarding any transfer of title or disposition.

- B. Special Provisions regarding Ownership of Certain Equipment.* If Compensation under this Agreement is not through grant funding and this Agreement provides for the provision of equipment purchased or built with Court funds, title to any equipment purchased or built with Court funds shall vest in the Court immediately upon payment of the purchase price. Before delivery to the Court, Contractor is responsible for loss or damage to the equipment to the extent it results from the negligent act or omission of Contractor or its directors, officers, employees, or agents, and Contractor shall make all necessary or appropriate repairs and adjustments.

#### **8.5 Confidential Information; Publicity.**

- A. Confidential Information.* Contractor agrees to hold in confidence the following confidential information Contractor receives in connection with this Agreement:
- (1) All written information that is marked confidential;
  - (2) All non-public information in electronic form to which Contractor has access; and
  - (3) All verbal information the Court later confirms in writing is confidential.

The Court owns the confidential information, and the Court authorizes Contractor to use it only for purposes of performing this Agreement. For example, Contractor may give confidential information on a "need-to-know" basis to Contractor's professional services providers, employees and subcontractors who have also executed confidentiality agreements that protect the Court's confidential information to the same extent as this section 3.8. Contractor may also disclose the Court's confidential information to the extent necessary to comply with law, provided Contractor gives the Court advance notice.

- B. Publicity.* Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court's Business Services Manager.
- C. Specific Performance.* Contractor understands a default under this section 3.8(D) will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the Court will be entitled to seek.

**8.6 Special Provisions Applicable to Competitively Bid Contracts; Antitrust Claims.**

If Services or Goods under this Agreement were obtained by means of a competitive bid, Contractor shall comply with the requirements of Government Code sections set out below.

- A. Contractor shall assign to the Court 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 Court pursuant to the bid. Such assignment shall be made and become effective at the time the Court tenders final payment to the Contractor. (GC 4552)
- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)
- C. Upon demand in writing by the Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the Court has not been injured thereby, or (2) the Court declines to file a court action for the cause of action. (GC 4554)

**8.7 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. Jurisdiction for any legal action arising from this agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

**8.8 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 §1654.

**8.9 Amendment and Waiver.** No amendment to this Agreement will be effective unless in writing. A party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

**8.10 Authority and Binding Effect.** Each party warrants it has the authority to enter into this Agreement, it may perform the services provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party warrants this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.

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- 8.11 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 8.12 Headings.** All headings are for reference purposes only and do not affect the interpretation of this Agreement.
- 8.13 Time of the Essence.** Time is of the essence of the Contractor's performance of Services under this Agreement.
- 8.14 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

## **ATTACHMENT 3**

### **SUPPLEMENTAL TERMS AND CONDITIONS**

#### **1. Contractor Status**

##### **A. Independent Contractor.**

A.1 Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent Contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in Attachment 6 Statement of Work/Schedule of Tasks, Contractor has no authority or responsibility to exercise any rights or power vested in Court.

A.2 This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3 If any governmental entity concludes that Contractor is not an independent Contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

##### **B. Contractor's Employees.**

B.1 Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2 On site employees must not have a criminal history and/or currently be on probation or parole. (Reference not in violation of Labor Code 432.7).

B.3 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent Contractors.

B.4 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

B.5 Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between Court and any Contractor or Subcontractor personnel.

**C. Exclusive Control of Means and Method of Performance.** Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement and more particularly as set forth in Exhibit D – Statement of Work, and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the “right to control” and bear the sole responsibility for the job site conditions and safety.

**D. Permits, Laws, and Regulations.**

D.1 Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to Court, upon request.

D.2 Contractor will promptly provide Notice to Court of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

D.3 Contractor shall plan and conduct the Work to comply with local, state, and federal government agencies' applicable rules, regulations, codes and/or ordinances to adequately safeguard persons and property from injury. Contractor shall direct the performance of the Work in compliance with reasonable safety regulations and Work practices and with applicable federal, state and local laws, rules and regulations, including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and Safety Orders of the California State Division of Occupational Safety and Health (Cal-OSHA). Court may require Contractor's employees to wear approved "hard hats" and also to observe reasonable safety precautions in addition to those in use or proposed by Contractor. Neither the giving of such special instructions by Court nor the adherence thereto by Contractor shall relieve Contractor of the sole responsibility to maintain safe and efficient working conditions.

D.4 In compliance with California Public Utilities Code, Section 465, Contractor agrees to pay its employees the prevailing wages. For purposes of this paragraph, "prevailing wages" shall be deemed to include employer payments, if applicable, for health and welfare, pension, holidays, sick leave, vacation, apprenticeship, or other training programs when required. Public Utilities Code, Section 465(d), provides that the Director of the Department of Industrial Relations shall determine the prevailing wage for custodial or janitorial employees in accordance with the standards set forth in Section 1773 of the Labor Code. Failure to pay the prevailing wage, as determined by

the Director of the Department of Industrial Relations shall be cause for the termination of the Agreement.

D.5 Contractor shall comply with all applicable state laws, rules and regulations, including, but not limited to, Public Utilities Code 465 and 466, for the performance of the Work to be performed under this Agreement.

## **2. Confidential Information**

A. Requirements of Strict Confidence. While performing Work under this Agreement, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, court users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Contractor may disclose Court's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of Court that are working on the project. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

C. Personnel Requirements.

C.1 Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.

C.2 Court reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the Project Manager.

C.3 Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Project Manager, Court may terminate this Agreement for cause.

C.4 No minor under 18 years of age shall work in any Court facility without the express written approval of the Court Executive Officer.

C.5 Contractor shall have all employees working in the Facilities fingerprinted by the Alameda County Sheriff's Department within 10 (ten) days from the start of the Agreement. Each employee will also have a background check by the Court. Verification of clearance for any employee with access and entry into the Facilities must be received by the Court PRIOR to the start of work.

C.6 Notwithstanding the foregoing, Court shall have the right at any time to refuse access to the Court's premises or systems to any employee, subcontractor or agent of Contractor where the Court determines, in its sole discretion that such person or entity poses a risk to the Court, or any person, system, or asset associated with the Court.

C.7 All employees shall be identified while on the premises by picture identification card furnished at Contractor's expense, and by shirt, blouse or smock indicating the company name or logo in print large enough to be read easily.

C.8 Contractor shall be responsible for all costs of fingerprinting, identification badges, background checks and uniforms related to performing the Work.

C.9 Court shall furnish Contractor all necessary keys for locations herein. Contractor shall maintain a file of key assignment cards for each employee, subject to inspection by Court. Keys shall be numbered and assigned by number. During working hours, keys shall be in the possession of an employee of Contractor and shall not be left in a door or left out in plain sight. Keys shall not be duplicated without prior written consent of Court. Contractor shall pay all costs incurred by Court due to the negligent handling of keys by Contractor's employees.

C.10 Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked at the end of each shift to verify the areas are secured.

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ATTACHMENT 4

ACCEPTANCE OF TERMS AND CONDITIONS

**ATTACHMENT 5**  
**DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code sections 10475 - 10481 apply to any bidder or proposer that currently or within the previous three years has had business activities or other operations outside of the United States. For such a bidder or proposer to submit a bid/proposal to the Court, the bidder or proposer must certify that it is either (a) not a scrutinized company; or (b) a scrutinized company that has been granted permission by the Court to submit a bid/proposal.

*If the bidder or proposer has not had any business activities or other operations outside of the United States within the previous three years, the bidder or proposer does not need to complete this form.*

**OPTION #1 - CERTIFICATION**

Please insert the bidder's or proposer's name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that (a) the company named below is **not** a scrutinized company per Public Contract Code section 10476; and (b) I am duly authorized to legally bind the company named below. This certification is made under the laws of the State of California.

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

**OPTION #2 – WRITTEN PERMISSION FROM THE COURT**

The Court may permit a scrutinized company, on a case-by-case basis, to propose/bid on a contract with the Court for goods or services, if it is in the best interests of the Court. If the bidder or proposer is a scrutinized company that has obtained written permission from the Court to submit a bid or proposal, complete the information below.

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The bidder/proposer identified below is a scrutinized company as defined in Public Contract Code section 10476, and it has received written permission from the Court to submit a bid or proposal. A copy of the written permission from the Court is included with its bid or proposal.

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

**ATTACHMENT 6  
SCOPE OF WORK/SCHEDULE OF TASKS**

It is impossible to indicate every specific item that requires custodial service, but the following tasks and frequencies indicate most of them. This information is intended to inform the custodial contractor that nothing less than full service custodial will be accepted.

**DAY CUSTODIAN**

The day custodian will provide the following services and respond immediately (within 15 minutes) to trouble calls:

1. The Contractor will provide the day custodian with a pager or cell phone to facilitate communication.
2. The day custodian will notify the Designated Court Facilities Contact or designee of any irregularities as mentioned in section 4.1.2.1 General Specifications item 10 noted during the performance of services and report location of such irregularities.
3. Any hardware found on the floor, such as screws, nuts, bolts, etc., that could have fallen off furniture or other building related items, such as door knobs, handrails, modular furniture, should be turned into the Designated Court Facilities Contact or designee along with the location where this item was found. The Court will then investigate further and effect any repairs or replacement of equipment that may be needed.
4. The day custodian will comply with instructions given by the Designated Court Facilities Contact or designee and perform special cleaning projects as required by the Designated Court Facilities Contact or designee.
5. The contractor will provide the day custodian with a plunger to unclog minor plumbing stoppages.
6. The contractor will provide the day custodian with "Caution" signs for display in wet/slippery or unsafe areas and "Restroom Out Of Service" signs for cleaning.
7. The day custodian will not disturb papers, documents and materials on horizontal surfaces unless directed to do so by the Designated Court Facilities Contact or designee.
8. The day custodian will clean offices and areas locked during non-business hours in accordance with the daily, weekly, monthly and semi-annual cleaning tasks as identified for the after hours services within this attachment.
9. The day custodian will maintain custodial closet in a clean and orderly condition. Dust cloths and floor sweeping cloths will be stored in metal containers furnished by Contractor for elimination of fire hazard. Water in mop buckets will be emptied when not in use.

Due to high volume of traffic in these facilities, day custodian will give special attention to:

1. Public Restrooms – The following will be done twice (2) times per day in all public and staff restrooms:
  - a. Refill hand towels, toilet seat cover dispensers, toilet paper, soap dispensers and sanitary napkin dispensers, as needed;
  - b. Spot clean walls/partitions, countertops and sinks, as necessary;
  - c. Sweep and damp mop floors, if necessary.
2. Jury deliberation rooms will be cleaned daily when in use.
3. Jury lounge and restrooms will be serviced two (2) times per day.

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4. Conference rooms and break rooms will be cleaned daily.
5. Flooding or standing water will be tended to immediately in all hallways, restrooms and entryways.
6. All public hallways and lobbies will be cleaned on a daily basis.
  - a. Pick up cans, bottles, paper and other debris;
  - b. Dispose of trash in wastebaskets;
  - c. Should spills occur or trash accumulate after cleanup, these areas will be given priority service.
7. Maintain clean elevators, hallways, stairs and all drinking fountains throughout the day.
  - a. Make frequent inspections of these areas;
  - b. Wipe handrails down with disinfectant;
  - c. Remove trash and clean up spills uncovered during these inspections.
8. Clean glass daily on all entrance and exit doors to building.
  - a. Including all reception counter glass areas, glass display cases and any other glass areas that are exposed to frequent occupant use.
9. Perform other services as requested by the Designated Court Facilities Contact or designee relating to custodial services needed to maintain a clean healthy environment.

#### EXTERIOR SERVICES

1. Clean front of exterior portion of building, clear debris and empty trash containers around the facilities as required.
2. Police outside area of buildings and provide trash pick-up on a daily basis.
3. Pressure wash exterior surfaces and front entrances of buildings once daily or as required or assigned.

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**AFTER HOURS SERVICES  
ALL LOCATIONS**

This schedule provides a minimum frequency of cleaning tasks required and applies to all areas (lobbies, corridors, elevators, restrooms, offices, etc.) as applicable. However, your Proposal may indicate an increase in frequency of a specific cleaning procedure and/or change in cleaning method to ensure a high standard of cleanliness.

<b>DAILY</b>
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**RESTROOMS (Including all public and employee restrooms)**

Empty waste containers  
Damp wipe and disinfect waste containers  
Replace can liners  
Clean, disinfect and restock all dispensers, including liquid soap dispensers  
Damp wipe and disinfect sinks and faucets, including any countertops  
Clean and disinfect commodes inside and outside including seats, urinals, basins, door handles, latches, flush valves and adjacent surfaces  
Clean and polish all mirrors, stainless, plated or enamel surfaces  
Spot clean walls and remove graffiti  
Spot clean metal partitions  
Dust mop and wet mop floors with detergent disinfectant  
Treat floor drain to prevent sewer gas and odor  
Maintain restrooms dust free at all levels

**PUBLIC & OCCUPIED AREAS (Including but not limited to Lobbies, Corridors, Elevators, Stairways, Offices, Conference Rooms, Courtrooms, locked offices not identified in Section 8 of day custodian tasks, kitchenettes & break rooms, etc.)**

Empty waste containers  
Damp wipe and disinfect waste containers when soiled  
Replace can liners  
Spot clean doors and walls  
Dust mop and wet mop resilient/hard floors with detergent disinfectant  
Thoroughly vacuum  
Remove any water-soluble spots from carpet and furniture  
Store, stack or remove recyclable materials as required  
Sanitize and polish drinking fountains  
Clean and polish all components in elevators; remove dust, cobwebs, fingerprints, smudges and streaks to leave a clean, bright condition  
Clean door tracks on elevators  
Sweep or dust mop and spot mop steps and landings  
Clean and disinfect handrails, bracing and hardware  
Spot clean accessible interior and exterior door and window glass, adjacent entry area glass, glass partitions and directory glass  
Dust all immediate work areas, including furniture and fixtures  
Spot removal all surfaces for fingerprints, smudges, scuff marks, streaks, etc.  
Spot clean all seating furniture and benches  
Clean and setup meeting and conference rooms' tables and chairs

**CHILDREN'S WAITING ROOMS**

Clean and disinfect

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<b>WEEKLY</b>
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**RESTROOMS**

Acid clean insides of urinals and toilet bowls

Wash and disinfect waste containers

**PUBLIC & OCCUPIED AREAS (Including but not limited to Lobbies, Corridors, Elevators, Stairways, Offices, Conference Rooms, Courtrooms, locked offices not identified in section 8 of day custodian tasks, kitchenettes & break rooms, etc.)**

Dust all furniture (cleared surfaces only) and general clerical spaces and offices not mentioned in daily section

Dust accessible windowsills

Vacuum with crevice tool and other attachments to clean edges, corners and difficult to reach areas

Clean carpet in heavy foot traffic areas, use fire retardant if required

Thoroughly scrub steps and landings

Detail all stairwell components, including all level dusting and cobweb removal

Dust baseboards and wall fixtures

Damp wipe door grills & metal framework of doors and windows

Thoroughly clean accessible interior and exterior door and window glass, adjacent entry area glass, glass partitions and directory glass

Thoroughly Buff and wax ceramic tile floors

Thoroughly wet mop resilient floors (composition, vinyl, linoleum, etc.)

Remove dust and cobwebs from baseboards, blinds, sills, ledges, chair platforms, furniture, fixtures, frames, cubical tops and sides, and work surfaces (when paperwork or personal items are not present)

Thoroughly remove all fingerprints, smudges, scuff marks, streaks, etc. from all surfaces

**CHILDRENS WAITING ROOMS**

Deep clean all areas (chairs, rugs/cribs, etc.)

<b>MONTHLY</b>
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**RESTROOMS**

Thoroughly clean and disinfect walls & doors, including trim and hardware

Buff and wax floors

**PUBLIC & OCCUPIED AREAS (Including but not limited to Lobbies, Corridors, Elevators, Stairways, Offices, Conference Rooms, Courtrooms, locked offices not identified in section 8 of day custodian tasks, kitchenettes & break rooms, etc.)**

Buff and wax resilient floors (composition, vinyl, linoleum, etc.) except where prohibited

High dusting

**CHILDRENS WAITING ROOMS**

Deep clean all areas (chairs, rugs/cribs, etc.)

<b>QUARTERLY</b>
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**PUBLIC & OCCUPIED AREAS (Including but not limited to Lobbies, Corridors, Elevators, Stairways, Offices, Conference Rooms, Courtrooms, locked offices not identified in section 8 of day custodian tasks, kitchenettes & break rooms, etc.)**

Vacuum fabric partitions

Dust or vacuum interior office mini-blinds (horizontal and vertical)

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<b>SEMI-ANNUALLY</b>
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**PUBLIC & OCCUPIED AREAS (Including but not limited to Lobbies, Corridors, Elevators, Stairways, Offices, Conference Rooms, Courtrooms, locked offices not identified in section 8 of day custodian tasks, kitchenettes & break rooms, etc.)**

Clean/shampoo carpets

Exterior windows

## **ATTACHMENT 7 CLEANING STANDARDS**

The following cleaning standards will be used on a daily basis, and by the Designated Court Facilities Contact during periodic quality assurance inspections, to assess the quality of cleaning performance

### **1. ENTRANCES**

**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.

**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.

**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.

**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.

**Walls 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.

**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, food-stuff and the presence of any offensive odor emitting from the container.

### **2. ELEVATORS**

**Tracks** – Shall be free of dirt and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures.

**Lights** – Shall be free of dust, soil and stains without causing damage. Diffusers shall remain in proper positions, they shall appear streak-free, film-free and uniformly clean.

**Walls and Doors** – Shall be free of dust, soil, spots and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. This shall include the elimination of polish residue and/or film.

**Floors and Carpet** – Shall be free of dust, dried soil, soil, gum, spots, stains and other 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.

### **3. CORRIDORS**

**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.

**Walls 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.

**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, food-stuff and the presence of any offensive odor emitting from the container.

**Water Fountains** – Shall be free of dust, soil, scale and water spots without causing damage. Brightwork shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.

### **4. STAIRWELLS**

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**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.

**Steps and Landings** – 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.

## **5. RESTROOMS**

**Dispensers** – Shall be 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.

**Hardware** – Shall be free of dust, soil, mold and scale without causing damage. Brightwork shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

**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, film and water spots.

**Mirrors** – Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

**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.

**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.

**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, food-stuff and the presence of any offensive odor emitting from the container.

**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.

**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.

**Air Vents** – Shall be free of dust and soil without causing damage. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

**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.

## **6. OFFICES**

**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.

**Telephones** – Shall be free of dust and soil. They shall appear visibly and uniformly clean and polished-dry.

**Lamps** – Shall be free of dust, dried-soil and soil without causing damage. Lamps shall appear visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.

**Walls and Doors** – 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.

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**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, food-stuff and the presence of any offensive odor emitting from the container.

**Partitions** – Shall be free of dust, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

**Floors, Carpets 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.

## **7. WINDOWS**

**Glass** – Shall be free of dust and soil without causing damage. This also applies to adjoining sills, blinds and framework. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

## **8. JANITOR CLOSETS AND STOREROOMS**

**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.

**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.

**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.

**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, film and water spots. Brightwork shall be cleaned, de-scaled and polished.

**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.

## **9. GRAFFITI**

All Facilities shall be graffiti-free. Any graffiti that cannot be removed during the normal cleaning processes, as outlined in this proposal, shall be reported to the Designated Court Facilities Contact within 24 hours.

## **10. EXTERIOR SERVICES**

Empty trash cans to the exterior areas of the locations, once or twice per day as needed.

Pressure wash entrances of each location at least once per week or on an as needed basis.

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**ATTACHMENT 8  
COURT LOCATIONS, HOURS OF OPERATION & HOLIDAY SCHEDULE**

George E. McDonald Hall of Justice  
2233 Shoreline Drive  
Alameda, CA 94501  
Rentable Square Footage for cleaning: 20,181

Wiley W. Manuel Courthouse  
661 Washington Street  
Oakland, CA 94607  
Rentable Square Footage for cleaning: 155,744

Hayward Hall of Justice  
24405 Amador Street  
Hayward, CA 94544  
Rentable Square Footage for cleaning: 150,798

Juvenile Justice Center (Juvenile Court only)  
2500 Fairmont Drive  
San Leandro, CA 94578  
Rentable Square Footage for cleaning: 41,822

Berkeley Courthouse  
2120 Martin Luther King, Jr. Way  
Berkeley, CA 94704  
Rentable Square Footage for cleaning: 12,036

Fremont Hall of Justice  
39439 Paseo Padre Parkway  
Fremont, CA 94538  
Rentable Square Footage for cleaning: 78,337

Office of Information Technology  
7751 B Edgewater Drive  
Oakland, CA 94621  
Rentable Square Footage for cleaning: 11,569

Rene C. Davidson Courthouse  
1225 Fallon Street  
Oakland, CA 94612  
Rentable Square Footage for cleaning: 102,940

Administration Building  
1221 Oak Street  
Oakland, CA 94612  
Rentable Square Footage for cleaning: 41,429

West Winton Facility  
224 W. Winton  
Hayward, CA 94544  
Rentable Square Footage for cleaning:

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**HOURS OF OPERATION FOR ALL LOCATIONS:**

8:00 a.m. to 5:00 p.m.

**COURT HOLIDAYS OBSERVED AT ALL LOCATIONS:**

- January 1, New Year's Day
- The third Monday in January, Martin Luther King Day
- February 12, Lincoln's Birthday
- The third Monday in February, Washington's Birthday
- March 31, Cesar' Chavez Day
- The last Monday in May, Memorial Day
- July 4, Independence Day
- The first Monday in September, Labor Day
- The second Monday in October, Columbus Day
- November 11, Veterans Day
- The fourth Thursday in November, Thanksgiving Day
- The day after Thanksgiving Day
- Dec 25, Christmas Day

Note: Every Monday following a Sunday that falls on January 1, March 31, July 4, November 11 or December 25.

Note: Every Friday preceding a Saturday that falls on January 1, March 31, July 4, November 11 or December 25.

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**ATTACHMENT 9  
PRICING SHEETS**

Rene C. Davidson Courthouse

Day time staffing

Night time staffing

Monthly cost

Administration Building

Day time staffing

Night time staffing

Monthly cost

Wiley W. Manuel Courthouse

Day time staffing

Night time staffing

Monthly cost

Berkeley Courthouse

Day time staffing

Night time staffing

Monthly cost

George E. McDonald Hall of Justice

Day time staffing

Night time staffing

Monthly cost

Juvenile Justice Center

Day time staffing

Night time staffing

Monthly cost

Hayward Hall of Justice

Day time staffing

Night time staffing

Monthly cost

Fremont Hall of Justice

Day time staffing

Night time staffing

Monthly cost

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W. Winton Building

Day time staffing

Night time staffing

Monthly cost

Office of Information Technology

Day time staffing

Night time staffing

Monthly cost