

RFP Title: Janitorial Services

RFP Number: JS036

REQUEST FOR PROPOSALS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BENITO

REGARDING:

JANITORIAL SERVICES, RFP # JS036

PROPOSALS DUE:

January 27, 2016 NO LATER THAN **3:00** P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

- 1.1 The Court occupies a recently-constructed facility located at 450 Fourth Street in Hollister, California. The facility is a two-story building that is open to the public Monday through Friday (except holidays) from 8:00 a.m. to 4:00 p.m. The facility is approximately 41,500 square feet, but numerous areas within the facility (such as mechanical, technical, and storage rooms) are outside of the janitorial service area. The facility features several unique qualities that require specialized maintenance due to public use (e.g. courtrooms) or materials (e.g. terrazzo floors).
- 1.2 The Court requires a person or entity to provide janitorial services, beginning when the agreement with the current vendor expires on March 12, 2016.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks the services of a person or entity with expertise in the provision of janitorial services in a LEED SILVER certified building.

A specific description of the services to be provided, and the frequency thereof, is included in Appendix A of the Court Standard Agreement (Attachment 2 to this RFP). Note that the stated frequency of services is a requirement, not a guideline.

If applicable, the selected vendor will be required to comply with the provisions of the Displaced Janitor Opportunity Act (Labor Code section 1060 et seq.), including the 60-day transition employment period.

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.

EVENT	DATE
RFP issued	December 9, 2015
Site visits	December 21, 2015 at 1:00 p.m. December 28, 2015 at 1:00 p.m. January 4, 2016 at 1:00 p.m. <i>registration required</i>
Deadline for questions	January 8, 2016
Questions and answers posted	January 13, 2016

EVENT	DATE
Latest date and time proposal may be submitted	January 27, 2016 at 3:00 pm
Anticipated interview dates (<i>estimate only</i>)	February 1 - 3, 2016
Evaluation of proposals (<i>estimate only</i>)	February 4 - 8, 2016
Notice of Intent to Award (<i>estimate only</i>)	February 9, 2016
Execution of contract (<i>estimate only</i>)	February 18 - 19, 2016
Anticipated contract start date	March 12, 2016
Contract end date (<i>estimate only</i>)	March 11, 2017 (with 2 one-year renewal terms exercisable at the Court's option)

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Court Standard Agreement	If selected, the person or entity submitting a proposal (the "Proposer") must sign this Court Standard Form agreement (the "Court Standard Agreement").
Attachment 3: Proposer's Acceptance of Court Standard Agreement	On this form, the Proposer must indicate acceptance of the terms and conditions contained in the Court Standard Agreement, or identify exceptions thereto.
Attachment 4: Darfur Contracting Act Certification	Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 5: Cost Sheet	Proposer must complete the Cost Sheet and submit the completed Cost Sheet with its proposal.
Attachment 6: General Certification Form	Proposer must complete the General Certification Form and submit the completed form with its proposal.

Attachment 7: Bidder Declaration	Completion of this form is required only if Proposer wishes to claim the disabled veteran business enterprise incentive. (See section 12 below.)
Attachment 8: DVBE Declaration	Completion of this form is required only if Proposer wishes to claim the disabled veteran business enterprise incentive. (See section 12 below.)

5.0 PAYMENT INFORMATION

Payment for the services will be as described in Appendix B of the Court Standard Agreement (Attachment 2 to this RFP).

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 two (2) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the cost proposal. 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 two (2) 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:
- Gil Solorio
450 Fourth Street
Hollister, CA 95023
- 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 person who will provide services, a resume or summary of experience describing the individual's ability and experience in conducting the proposed activities.
- d. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The Court may check references listed by Proposer.
- e. Describe Proposer's existing business, and how Proposer's business will be adjusted to accommodate the duties of the contract if awarded. Describe Proposer's current staffing, and any additional staffing to be hired if Proposer is awarded the contract.
- f. Acceptance of the Court Standard Agreement.
 - i. On Attachment 3 to this RFP, the Proposer must check the appropriate box and sign the form. An "exception" includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer must also submit (i) a version of the Court Standard Agreement (in Microsoft Word format or printed) that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change. Note: if Proposer proposes material exception(s) to the Court Standard Agreement, the score assigned to its proposal will be lowered. See Attachment 3.
- g. Certifications, Attachments, and other requirements.

- i. Proposer must complete the Darfur Contracting Act Certification (Attachment 4 to this RFP) and submit the completed certification with its proposal.
- ii. Proposer must complete the General Certification Form (Attachment 6 to this RFP) and submit the completed form with its proposal.
- iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California.
- iv. Copies of current business licenses, professional certifications, or other credentials, if applicable.

7.2 Cost Proposal. Proposer must complete the Cost Sheet (Attachment 5 to this RFP).

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. If a proposal is missing any of the required proposal contents, the Court may reject the proposal.

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.

If a contract will be awarded, the Court will post an intent to award notice on its website at www.sanbenito.courts.ca.gov.

CRITERION	MAXIMUM NUMBER OF POINTS
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CRITERION	MAXIMUM NUMBER OF POINTS
Experience on similar assignments	20
Reasonableness of budget	15
Cost	32
Experience of staff to be assigned to the project	20
Acceptance of the terms and conditions in the Court Standard Agreement	10
DVBE incentive	3

10.0 SITE VISITS AND INTERVIEWS

The Court will hold site visits on the dates identified in the timeline above. Attendance at a site visit is **optional**. However, Proposers are strongly encouraged to attend one of the site visits. If a Proposer wishes to attend a site visit, it must register in advance by sending an email to Maria Alfaro at Maria.Alfaro@sanbenito.courts.ca.gov.

Proposers will meet at the entrance to the Courthouse at the specified time.

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 site visit or the interview. The Court will notify eligible Proposers regarding interview arrangements.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court's right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Proposer prior to the disclosure of the

proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION INCENTIVE

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

Eligibility for and application of the DVBE incentive is governed by the Court's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Court's sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer's proposal. The number of points that will be added is specified in Section 9.0 above.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Because this solicitation is for non-IT services, a Proposer may not qualify for the DVBE incentive using a DVBE Business Utilization Plan.

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 7 to this RFP). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (Attachment 8 to this RFP) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration.

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

If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY

IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

13.0 PROTESTS

Protests about solicitation specifications or award of contract will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is January 15, 2016. The deadline for the Court to receive an award protest is five (5) court days after the Court posts the intent to award. Protests must be sent to:

Nancy Iler
450 Fourth Street
Hollister, CA 95023

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

1. COMMUNICATIONS WITH COURT REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to **admin@sanbenito.courts.ca.gov** (the “Solicitations Mailbox”). Proposers must include the words “**RFP Number JS036**” in the subject line of any communication via this email address.

2. QUESTIONS REGARDING THE RFP

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

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 that is posted to the Court’s website. It is each Proposer’s responsibility to inform itself of any addenda prior to its submission of a proposal.

- B. If a 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 do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the 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 Court'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. 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.
- D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two 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.

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. 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

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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.)

15. AMERICANS WITH DISABILITIES ACT

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

Maria Alfaro
440 Fifth Street, Room 205
Hollister, CA 95023

AGREEMENT NUMBER [Agreement number]

- In this agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “Court” refers to the **Superior Court of California, County of San Benito**.
- This Agreement is effective as of **[Date]** (“Effective Date”) and expires on **[Date]** (“Expiration Date”). This Agreement includes one or more options to extend through **[Date]**.
- The maximum amount the Court may pay Contractor under this Agreement is **[Dollar amount]** (the “Contract Amount”). The maximum amount the Court may pay Contractor is (i) \$**[Dollar amount]** during the Initial Term, (ii) \$**[Dollar amount]** during the first Option Term, and (iii) \$**[Dollar amount]** during the second Option Term.
- The purpose or title of this Agreement is: **Courthouse Janitorial Services**.

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

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

- Appendix A – Services
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Defined Terms

COURT’S SIGNATURE	CONTRACTOR’S SIGNATURE
Superior Court of California, County of San Benito	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i> [Contractor name], a [state] [entity type]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING Gil Solorio, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED [Date]	DATE EXECUTED [Date]
ADDRESS 450 Fourth Street Hollister, CA 95023	ADDRESS [Address]

APPENDIX A

Services

1. **General Standards.** Contractor shall keep the Courthouse clean using appropriate materials and techniques described in applicable manufacturer specifications (“Services”). Without limiting the foregoing, the Services shall include the tasks described in Section 2 (“Services”), performed at least as frequently as specified in that section, in accordance with the applicable requirements and standards set forth in Sections 3 (“Cleaning Requirements and Standards”) and 5 (“Specific Guidelines”).
2. **Services.** Contractor will perform Services according to the schedules in this section. The specified frequency of services is a requirement, not a guideline. Contractor acknowledges that failure to perform Services at least as often as required in this section shall constitute a **material breach** of this Agreement, for which the Court may exercise its rights under Appendix C, Section 6.2 (“Termination for Cause”). Contractor will not perform Services in the No Service Areas.

2.1 Daily Service. Every Workday.

Area	Task	Requirements/ Standards
All areas	Empty all wastebaskets and recycling bins, including trashcans located outside Courthouse entrances.	S1
	Clean and disinfect water fountains and rails.	S11
	Spot clean walls, ledges, doors, and light switches.	S3
	Pick up and remove trash, paper, cans, bottles and other debris.	S26
	Report graffiti and items needing repair to the Court Executive Officer or designee.	
	Clean all glass partitions at public counter.	S9
Entrances	Keep all entrances free of dirt, dust, trash, cigarettes, and any excess water caused by inclement weather.	
	Clean mud/dirt grating at the public entrance.	S23
	Clean all glass doors located at the public entrance to the building.	S9
Public areas, including court rooms and jury assembly areas	Clean all seats, benches, and chairs in public areas, including courtrooms and jury assembly room.	S4
	Check under benches, chairs, tables, countertops, and water fountains in public areas for gum, debris, or contraband (e.g. weapons). Remove all gum and debris, and report all contraband to the Court Executive Officer or designee.	
Kitchen and inside break area for employees	Clean and disinfect counter surfaces, tables, chairs, and sinks.	S4, S5
	Restock Court-supplied paper products as necessary to prevent outages	
Outside break area for employees	Clean and disinfect tables and chairs.	S4, S5
	Sweep the area.	
Public Elevator	Clean all surfaces inside elevators, including walls, metal floor plates, and rails.	S4
	Clean textured tile on elevator floor.	S25
Public staircase	Vacuum or sweep stairs.	S7
	Clean rails.	S4
Restrooms	Empty and disinfect sanitary receptacles.	S2
	Dust mop and wet mop floors.	S14, S15, S16,

		S17
	Clean and disinfect all bathroom surfaces.	S4, S5
	Restock all dispensers with appropriate products (hand soap, toilet tissue, hand towels, etc.) as necessary to prevent outages.	
	Clean and disinfect all porcelain or stainless-steel Fixtures, including sinks, urinals, and toilets.	S10
	Clean and disinfect surfaces all walls and Partitions, cabinets and all surfaces adjacent to Fixtures.	S10
	Clean and disinfect doors, doorknobs, and push plates.	S4, S5
	Clean all mirrors and glass.	S9
	Report all stopped-up urinals, toilets, sinks or other items needing repairs to the Court Executive Officer or designee.	
All areas	Clean spills etc that occur during the day.	

2.2 MWF Service. Every Monday, Wednesday, and Friday (except Court Holidays).

Area	Task	Requirements/ Standards
All areas with hard-surface floors	Prepare hard-surface floors for cleaning by removing gum and other debris.	S15
	Dust mop and wet mop hard-surface floors.	S14, S16, S17
All areas with carpeted floors	Prepare carpeted floors for cleaning by removing gum and other debris.	S15
	Vacuum carpeted floors.	S7, S14
All areas	Dust all surfaces up to a height of 6 feet, including: (i) desks, filing cabinets, and bookcases where cleared, (ii) all table tops and counters where cleared, (iii) all windowsills and doorsills, (iv) ledges (including ledges on walls adjacent to the public staircase), baseboards and Partitions, and (v) all chairs and benches.	S8
	Remove all cobwebs from ceilings, corners, and crevices.	
Public entrance	Vacuum mats at the public entrance.	S7
Holding cell area <i>(NOTE: Wednesday and Friday only)</i>	Clean and disinfect toilets.	S13
	Spot clean cell walls.	S12
	Dust mop and wet mop holding cell area and holding cells.	S14, S16, S17
Inmate Elevators and Judges' Elevator <i>(NOTE: Wednesday and Friday only)</i>	Clean all surfaces inside elevators, including walls, metal floor plates, and rails.	S4
	Dust mop and wet mop elevator floors.	S14, S15, S16, S17

2.3 TT Service. Every Tuesday and Thursday (except Court Holidays).

Area	Task	Requirements/ Standards
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All areas	Clean all glass doors (other than the glass doors at the public entrance).	S9
	Clean all glass Partitions.	S9
Outside public entrance area	Clean and disinfect 6 outside tables and accompanying chairs.	S4, S5
	Sweep the area near the tables and chairs.	
Public entrance	Clean the pits beneath the mud/dirt grating at the public entrance.	S24
Locker rooms	Dust mop and wet mop floors.	S14, S15, S16, S17
	Clean and disinfect all locker room surfaces, including shower stalls.	S4, S5

2.4 Monthly Service. Every month.

Area	Task	Requirements/Standards
All areas	Clean entire surface of all doors, including doorknobs and push plates.	S4
Private stairwells	Vacuum or sweep floors in the two private stairwells.	S7
Locker rooms	Clean and disinfect surfaces all walls and Partitions, cabinets and all surfaces adjacent to Fixtures.	S10
	Clean and disinfect doors, doorknobs, and push plates.	S4, S5
	Clean all mirrors and glass.	S9

2.5 Quarterly Service. Last **weekend** of January, April, July, and October (unless otherwise arranged with the Court Executive Officer or designee).

Area	Task	Requirements/Standards
All other areas with hard-surface floors (excluding terrazzo floors)	Machine scrub all hard surface floors.	S14, S15
	Spray buff floors that have a finish coat.	S14, S15, S19
Public entrance	Wet clean entrance mats.	S20
	Vacuum door tracks.	S7
Elevators	Vacuum door tracks.	S7
All areas	Vacuum all upholstered furniture.	S7
	Dust all blinds.	S8
	Vacuum window tracks.	S7
	Polish all bright metal work.	S6
	Clean all interior windows (windows that look from one interior area into another interior area, such as the narrow panes adjacent to doors).	S9

2.6 Bi-Annual Service. Last **weekend** of January and July (unless otherwise arranged with the Court Executive Officer or designee).

Area	Task	Requirements/Standards
All areas	Clean exterior surfaces of all desks, filing cabinets, and tables.	S4
	Damp dust or vacuum dust all light fixtures, HVAC vents	S7, S8

	and surfaces/ledges above 6 feet.	
Restrooms	Machine scrub all restroom floors using a deodorizing disinfectant floor cleaner.	S14, S15
Areas with terrazzo floors	Recoat terrazzo floors.	S14, S15, S22
All other areas with hard-surface floors	Refinish all hard-surface floors.	S14, S15, S18
All areas with carpeted floors	Wet clean all carpeted floors.	S14, S15, S20

2.7 Annual Service. Last **weekend** of April (unless otherwise arranged with the Court Executive Officer or designee).

Area	Task	Requirements/Standards
Areas with terrazzo floors	Polish terrazzo floors	S14, S15, S21

3. Cleaning Requirements and Standards. The Services listed in Section 2 (“Services”) shall be performed in accordance with the specific requirements and standards noted in Section 2 (“Services”), as described in detail below.

	Requirements	Standard
S1	<p>When emptying wastebaskets and recycling bins:</p> <ul style="list-style-type: none"> • Empty the wastebasket or bin and wash as necessary. • Replace wastebasket liner as necessary. • Deposit filled trash bags in the dumpster daily. 	Wastebaskets and bins are left clean and odor-free, with a clean liner (as necessary).
S2	<p>When cleaning sanitary receptacles:</p> <ul style="list-style-type: none"> • Empty the receptacle, wash receptacle as necessary. 	Sanitary receptacles are left clean and odor-free
S3	<p>When spot cleaning walls or other areas:</p> <ul style="list-style-type: none"> • Use a neutral general purpose cleaner to remove smudges, stains, dirt, marks, etc from wall or other area. 	Wall (or other area) is left clean and unblemished, with no damage from the cleaning process.
S4	<p>When cleaning surfaces:</p> <ul style="list-style-type: none"> • Contractor will use a clean damp cloth to remove all dirt, spots, streaks, fingerprints and smudges from walls, doors, Partitions, ledges, counter tops, break room sinks, tables, hand rails, benches, chairs, glass, windows, and other specified surfaces, then drying to provide a clean, polished appearance. • Contractor will use an extension pole, ladder, or other appropriate equipment when cleaning surfaces that are ordinarily out of reach (e.g. ledges on walls adjacent to the public staircase). • The wetting solution for the cloth shall contain an appropriate neutral general-purpose cleaning agent. 	<p>Surface is left free of film, dirt, stains, tarnish, streaks, lint, and cleaning marks, and has a uniform appearance.</p> <p>Metal surfaces left free of deposits, film, dirt, tarnish, streaks, link, and cleaning marks, and have a uniform appearance.</p>

	<ul style="list-style-type: none"> • Sponges may not be used to clean surfaces in the Courthouse. • When cleaning bright metal surfaces, Contractor will damp wipe and dry the surface with a suitable cloth if a polished appearance can be attained. 	
S5	<p>When disinfecting:</p> <ul style="list-style-type: none"> • Contractor will apply an approved disinfectant/germicidal agent. 	Surface is left disinfected and odor-free.
S6	<p>When polishing:</p> <ul style="list-style-type: none"> • Contractor will apply a high quality wood preservative or metal cleaner to furnishings and wipe using a soft, non-abrasive cloth. 	Surface is left shiny and free of residue, film, dirt, stains, streaks, and cleaning marks. Surface has a uniform appearance.
S7	<p>When vacuuming:</p> <ul style="list-style-type: none"> • Contractor will completely remove lint, dust, loose soil, staples and debris by the use of an industrial-type filtered vacuum cleaner with disposable bags. • When vacuuming carpets, Contractor shall (i) move all chairs, wastebaskets, and other easily movable items out of the way, (ii) vacuum the carpet underneath, and (iii) return the chairs, wastebaskets, and other items to their original position. • When vacuuming furniture or other items, a clean vacuum brush must be used. • Any tears, burns, or unraveling shall be brought to the attention of the Court Executive Officer or designee. 	<p>Floor, including corners, edges, and under furniture, is left free of all dust, grit, staples, paper clips, dirt, lint and debris.</p> <p>Furniture, blinds, or other items are left free of all dust, grit, dirt, lint, and debris.</p>
S8	<p>When dusting:</p> <ul style="list-style-type: none"> • Contractor will use the most effective means of dusting, such as appropriately treated dusting cloths, vacuuming tools, etc. • When dusting high surfaces, Contractor will ensure that dust does not fall onto furniture and equipment below. • Contractor will use an extension pole or other appropriate equipment when dusting surfaces that are ordinarily out of reach (e.g. ledges in stairwells). • Dry dusting is prohibited throughout all areas of the Courthouse. Feather-type dusters are prohibited throughout all areas of the Courthouse. 	Surface and adjacent corners, crevices, moldings, and ledges are left free of dust and dust streaks. The surface is left free from oil, spots, smudges, or scratches caused by the dusting process.
S9	<p>When cleaning windows and other glass:</p> <ul style="list-style-type: none"> • Contractor will return windows moved during the cleaning process to their original positions. • Contractor will thoroughly wipe the window sashes, sills and woodwork around interior glass and other surrounding 	Glass is left entirely free of dirt, grime, streaks, smudges, fingerprints and excessive moisture. Glass will not be cloudy. Areas adjacent to glass (including window sashes, sills and woodwork)

	<p>areas.</p> <ul style="list-style-type: none"> When Courthouse occupants will be seriously disrupted or inconvenienced by window cleaning operations, Contractor must schedule these activities in advance with the Court Executive Officer or designee. 	<p>are left free of dust, drippings, watermarks or debris.</p>
S10	<p>When cleaning bathroom Fixtures and adjacent areas:</p> <ul style="list-style-type: none"> Use a deodorizing disinfectant cleaner. All porcelain and stainless-steel Fixtures, including sinks, urinals, and toilets, will be clean, sanitary, and bright, with no dust, spots, stains, rust, mold, odor or encrustation of any kind. Surfaces adjacent to Fixtures (including walls, floors, mirrors, trash cans, and cabinets) will be cleaned and disinfected. 	<p>Fixtures and adjacent surfaces are left clean and disinfected, and free of spots, stains, dripping water marks and odor.</p>
S11	<p>When cleaning drinking fountains:</p> <ul style="list-style-type: none"> Remove any trash, coffee grounds, gum or other debris. Clean and disinfect fountain (including nozzle) and rails. 	<p>Fountain and rails are clean and disinfected, and free from any encrustation.</p>
S23	<p>When spot cleaning cell walls:</p> <ul style="list-style-type: none"> Scrub areas of cell walls to remove graffiti, smudges, stains, dirt, marks, etc. 	<p>Wall is left clean and unblemished, with no damage from the cleaning process.</p>
S13	<p>When cleaning holding cell toilets:</p> <ul style="list-style-type: none"> Clean and disinfect toilets. Scrub toilet with a soft bristle brush using white vinegar or a soft water solution to remove any accumulated dirt, debris, or rust. 	<p>Toilet is left clean, disinfected, and odor-free, with no accumulated rust.</p>
S14	<p>When cleaning floors generally:</p> <ul style="list-style-type: none"> Where furniture and equipment must be moved, no chairs, wastebaskets or other items shall be stacked on desks, tables, or window sills. All furniture and equipment must be returned to its original location and position. Baseboards, walls, stair risers, furniture and equipment shall not be splashed, disfigured or damaged during floor care operations. Contractor shall take precautions to advise Courthouse occupants of wet and/or slippery floor conditions. All finished surfaces shall be maintained so as to provide safe anti-slip walking conditions. 	
S15	<p>When preparing floors for cleaning:</p> <ul style="list-style-type: none"> Remove gum, tar and similar substances from floor surfaces. Remove staples and other debris from floor surfaces. 	<p>Floor is free of gum, staples, and other debris. Small spots and stains are removed from carpeted floors.</p>

	<ul style="list-style-type: none"> • Ensure that floor is not damaged when removing debris. • Treat small spots and stains on carpeted floors. 	
S16	<p>When dust mopping:</p> <ul style="list-style-type: none"> • No dirt or lint will be left in corners, under furniture, behind doors, or on stair landings or treads. • No dirt will be left where sweepings were picked up. • Push brooms may not be used in the Courthouse. 	Floor is left clean, free of dirt streaks, lint (dust-bunnies), and other debris.
S17	<p>When wet mopping:</p> <ul style="list-style-type: none"> • Mop with an approved neutral general purpose floor cleaner to remove dirt, stains, food, ink, spots and odor. In bathrooms and in holding cells, mop with a disinfectant floor cleaner. • On completion of wet mopping, rinse and dry the floors to present an overall appearance of cleanliness. • If scrubbing is scheduled or necessary, it shall be performed by machine or by hand with a brush. • String and sponge type mops are prohibited. 	Floor (including corners, edges, and under furniture) is left dry, clean and free of dirt, debris, water streaks, mop marks, strings, etc. Floor is left brightly finished.
S18	<p>When refinishing floors:</p> <ul style="list-style-type: none"> • Contractor will thoroughly clean and remove worn or discolored floor finishing materials and apply new approved floor finishing materials to vinyl tile, rubber, linoleum, or other floor appropriate surfaces. • When refinishing floors, Contractor will follow the following steps: <ul style="list-style-type: none"> (1) Contractor will dust mop the floor to remove lint, hair, staples, and dirt. (2) Contractor will remove gum and adhesive materials from the floor. (3) Contractor will completely remove old finish from the floor using a solution of an approved liquid cleaner. Contractor will apply the cleaning solution and scrub the floor with an electric scrubbing machine with a scrub brush or a medium grade scrubbing pad. Stubborn spots, gum, rust, burns, build-up, discolored materials, etc not removed by the machine shall be removed by hand. Corners and other areas that cannot be reached by the scrubbing machine shall be scrubbed and thoroughly cleaned by hand. Contractor will take up the cleaning solution and rinse the floor twice with clean water to remove all traces of cleaning solution. Floors shall be allowed to dry thoroughly after rinsing. • Contractor will (i) exercise care to prevent the splashing, scratching or marring of floors, baseboards, walls and furniture and build-up in corners, and (ii) not flood floors 	Floor (including corners, edges, and under furniture) is left dry, clean, and free of dirt, debris, water streaks, and cleaning solution. Floor is left brightly finished, with no spots or discolored areas.

	<p>with water or solutions. Dry stripping is prohibited.</p> <ul style="list-style-type: none"> • If there are eight or more hours delay between the cleaning of the floor and applying the first coat of floor finish or between the application of coats of floor finish, the areas must be cleaned again to remove surface dirt, scuff marks and lint before applying finish material. 	
S19	<p>When spray buffing:</p> <ul style="list-style-type: none"> • Contractor will (i) thoroughly dust mop the floor, (ii) wet mop the floors to clean and remove dirt and grime, (iii) spray buff the floor using a floor polishing machine, synthetic fiber pad and spay buff chemicals, and (iv) dust mop thoroughly when finished. 	Floor (including corners, edges, and under furniture) is left free of surface dirt, and has a uniform appearance with maximum gloss.
S20	<p>When wet cleaning carpets or mats:</p> <ul style="list-style-type: none"> • When cleaning carpets, Contractor will use a wet cold/warm extraction machine and a detergent compatible with the carpet or mat being cleaned. • Bonnet cleaning methods shall only be used for small spills and stains. 	Floor (including corners, edges, and under furniture) or mat is left free of all dust, grit, staples, paper clips, dirt, lint and other debris.
S21	<p>When polishing terrazzo floors:</p> <ul style="list-style-type: none"> • Treat floors in accordance with the “Restore” and “Protect” sections of Option A of the attached Technical Bulletin titled “3M Stone Floor Protection System: Installation & Maintenance Protocol Options.” • Contractor may substitute equivalent equipment or materials for any equipment or materials specified in the Technical Bulletin. 	Floor (including corners, edges, and under furniture) is left free of dust or streaks, with a uniform extremely shiny appearance. Floor is left with a high traction surface.
S22	<p>When recoating terrazzo floors:</p> <ul style="list-style-type: none"> • Treat floors in accordance with the “Protect” section of Option A of the attached Technical Bulletin titled “3M Stone Floor Protection System: Installation & Maintenance Protocol Options.” • Contractor may substitute equivalent equipment or materials for any equipment or materials specified in the Technical Bulletin. 	Floor (including corners, edges, and under furniture) is left free of dust or streaks, with a uniform extremely shiny appearance. Floor is left with a high traction surface.
S23	<p>When cleaning mud/dirt grating:</p> <ul style="list-style-type: none"> • Contractor will remove dirt from the surface of the grating. • Contractor will dislodge and remove any rocks or other debris caught in the grating. 	Surface of grating is clean. No rocks or other debris are caught in grating.
S24	<p>When cleaning mud/dirt grating pits:</p> <ul style="list-style-type: none"> • Contractor will remove the grating from over the pit. • Contractor will vacuum the pit. 	Grating pit is free from dirt and debris.
S25	<p>When cleaning textured floor tiles:</p>	Floor (including corners,

	<ul style="list-style-type: none"> • Contractor will saturate the tile with a neutral cleaning solution, • Contractor will allow the cleaning solution to remain on the floor for 5-10 minutes, • Contractor will scrub the floor with a brush using a two-direction method, and • Contractor will rinse the floor with clean, clear water to remove the cleaning solution. 	edges, and under furniture) is left dry, clean and free of dirt, debris, water streaks, mop marks, strings, etc.
S26	<p>When removing trash and debris:</p> <ul style="list-style-type: none"> • Contractor will remove trash, paper, cans, bottles and other debris. • Contractor will not remove materials from any desktop, or from a judge’s bench. • Contractor will deposit recyclable materials in appropriate recycling bins. 	Areas are clear of trash and debris.

4. **Additional Services and Emergency Services.** Upon request by the Court Executive Officer or designee, Contractor will perform Additional Services or Emergency Services. Contractor will provide to the Court an estimate of labor hours required to perform the Additional Services or Emergency Services. When the Court requests Emergency Services, Contractor will report to the Courthouse within **[time frame]**.

5. **Specific Guidelines.** Contractor will ensure that Contractor Personnel:

- do not lean equipment (e.g. brooms, mops, vacuum cleaners, trash bins) against any surface area (e.g. walls, doors, windows, furniture); instead equipment not being used should be left in the middle of the floor area until ready to be returned to janitorial closet.
- do not climb onto public countertops or desks to clean windows or other surfaces.
- turns off lights when Services are completed in a room or area, when performing Services After Hours.
- do not allow any person to enter the Courthouse After Hours, including friends and family members of Contractor personnel.

6. **Personnel Management and Access**

6.1 **Supervision.** All Services shall be performed by Contractor Personnel directly supervised by Contractor, within the time periods established in the work schedule agreed upon by the Court and Contractor.

6.2 **Personnel List; Access.** Contractor will provide to the Court a list (the “Personnel List”) of all Contractor Personnel who have passed the background check as required by Section 7.1 (“Background Checks”) and who may provide Services at the Courthouse. Contractor will provide an updated Personnel List to the Court whenever a person is added or removed from the Personnel List. Contractor may assign only persons on the Personnel List to provide Services at the Courthouse. Contractor acknowledges that it shall be a **material breach** of this Agreement (for which the Court may exercise its rights under Appendix C, Section 6.2 (“Termination for Cause”)) if (i) Contractor assigns or allows any person not on the Personnel List to perform Services at the Courthouse, or (ii) Contractor Personnel allow any person who is not on the Personnel List, including friends or family members, to access the Courthouse After Hours.

6.3 **Qualifications.** Contractor shall assign to perform Services only persons who have sufficient training, education, and experience to successfully perform those Services in accordance with this appendix. If the Court is dissatisfied with any Contractor Personnel, for any or no reason, Contractor shall immediately

discontinue their performance of Services and replace them with qualified Contractor Personnel. All Contractor Personnel assigned to work in the Courthouse must be able to speak and understand English sufficient to communicate with others when required in the performance of their job duties, and must have the ability to read English.

- 6.4 Work Hours.** Services will be performed only during Workdays between the hours of 8:00 a.m. to 8:00 p.m. (except for the Quarterly Service and the Bi-Annual Service, which will be performed on the indicated weekends). Services performed during the Workday shall be performed according to a schedule that does not conflict with courtroom proceedings or counter transactions with the public. Weekend work (except for the Quarterly Service and the Bi-Annual Service) will not be permitted unless specifically authorized by the Court Executive Officer or designee and scheduled in advance. Additional or Emergency Services shall be performed at times specified by the Court.
- 6.5 Notification of Problems or Emergencies.** Contractor shall notify the Court as soon as possible upon finding any broken fixture, plumbing problem, electrical problem or any other building problem that requires maintenance or repair. Failure to provide the Court with timely notification of such problems may be cause to make invoice deductions for failure to comply with the terms of the Agreement or terminate the Agreement. Contractor shall notify the Court immediately upon discovering significant leakage from any fixture, major electrical hazard, or any other building condition, which could cause serious damage or harm to persons or property and should be repaired or mitigated immediately to stop or prevent damage from occurring. The Court will provide Contractor with emergency telephone numbers for the Court Executive Officer and designee.
- 6.6 Contact Information.** Contractor shall maintain a 24-hour business phone or telephone answering service and e-mail account for the purpose of receiving Court messages in an efficient and timely manner. Contractor will provide this contact information to the Court, as well as emergency contact information.
- 6.7 Remedial Work.** Contractor shall respond to all messages regarding incomplete or defective work before 5:00 p.m. on the next Workday, and shall complete all remedial work within 24 hours after receiving the Court's message. If Contractor does not complete the remedial work within 24 hours, the Court may contract with another vendor to perform the remedial work. Contractor shall be subject to deductions for (i) the value of work not performed in accordance with the Agreement, and (ii) the Court's cost to contract with another vendor to perform the remedial work. The Court may deduct these amounts from the monthly amount due to Contractor.
- 6.8 Existing Personnel.** If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees or contractors currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees or contractors providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
- 6.9 Quality Control, Inspections, and Reports.** Quality control shall be assured by a combination of on-site inspections and reports provided by the Contractor's project manager and Court's project manager. Specific requirements and responsibilities shall be as follows:
- A.** The Court Executive Officer or designee may make unannounced inspections at any time during the Contractor's work hours, or during the Court's normal work hours, to determine if the Services comply with the terms of the Agreement. Any adverse findings as a result of such inspections shall be reported to the Contractor for correction in accordance with the time limits specified in the Agreement.
 - B.** The Court Executive Officer or designee shall report any janitorial tasks not performed in accordance with the Agreement to Contractor via telephone or e-mail, noting location, date and time of the report, task needing attention, and time necessary for corrective action. The Contractor's project manager shall report to the Court's project manager or designee to indicate that the remedial work has been completed. If the work has been completed satisfactorily, no further action is required. If the work has not been completed to the Court's satisfaction, the disputed issue may be discussed with the Contractor's project manager or forwarded to the Court Executive Officer or designee for inspection follow-up and/or notification of the Contractor in accordance with the above Section 6.7 ("Remedial Work").

7. Security

7.1 Background Checks. Contractor will complete a background check on all Contractor Personnel assigned to work in the Courthouse before starting work in the Courthouse, and annually thereafter. Contractor shall not assign to the Courthouse any person who refuses to undergo a background check, or any person whose background check reveals (i) a conviction or charge pending court disposition with respect to felonies or misdemeanors involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, moral turpitude, drugs (excluding misdemeanor marijuana convictions), or sexual activity; (ii) a conviction or charge pending court disposition involving a serious felony which is listed in Penal Code Section 1192.7(c) or any violent felony which is listed in Penal Code section 667.5(c); (iii) a conviction or charge pending court disposition with respect to felonies or misdemeanors contributing to the delinquency of a minor; (iv) a conviction or charge pending court disposition with respect to felonies or misdemeanors involving mob action (a.k.a. gang activity); (v) an outstanding bench warrant; or (vi) a failure to appear in court within six months. Contractor shall be responsible for all the costs of fingerprinting and background checks including all replacement personnel.

7.2 Badges. All Contractor Personnel working in the Courthouse must wear photo identification badges. Contractor shall be responsible for all costs of badges. If Contractor fails to obtain badges for all Contractor Personnel, payment for Services rendered may be withheld. Contractor Personnel shall be required to display their identification badge at all times while working in the Courthouse. If a member of the Contractor Personnel fails to display the proper identification, Court may require him or her to leave the Courthouse immediately. Services that are not performed as a result may be subject to deductions to be taken from the next submitted invoice.

7.3 Protection of Persons and Property. Contractor shall take all reasonable precautions to ensure the safety and protection of, and to prevent damage, injury or loss to, Court property, Court employees, Contractor Personnel, and other persons. Contractor shall comply with all applicable local, state, and federal laws and regulations pertaining to the safety and protection of Contractor Personnel and other persons. All equipment, (floor machines, vacuums, buckets, ladders, etc.) used by Contractor will be maintained in good, safe, clean and operable condition at all times to prevent damage to the Courthouse. All damage or loss to any property caused in whole or in part by Contractor Personnel shall be remedied by Contractor at Contractor's expense within 14 days of notice by the Court, to the satisfaction of the Court.

8. Supplies and Materials.

8.1 Court Provided. The Court will provide toilet paper, toilet seat covers, hand towels, hand soap and trash can liners. Contractor shall notify the Court at a minimum of ten working days of the need to purchase Court-supplied materials. The Court will not provide any other materials needed by Contractor to perform Services.

8.2 Contractor Provided. Contractor shall provide all materials, supplies, products, tools, chemicals, cleaning equipment, safety equipment and transportation necessary to perform the Services, including but not limited to floor stripping, cleaning, carpet care and waxing materials, cleansers, and dusting polish. Contractor shall provide ladders or similar equipment so that Contractor Personnel may safely clean out-of-reach areas without the need to climb on counters or furniture. All products shall be of best value and quality, and shall be harmless to the finishes and surfaces on which they are used, and shall leave no harmful residues. Contractor shall provide and maintain documentation of compliance with green guidelines and shall make documentation available upon request. Court does not require but recommends a Chemical Management System to ensure proper handling, use and storage of cleaning chemicals. All materials used in the Courthouse shall meet federal, State and local green guidelines (Green Seal (GS-37 & GS-40)) for:

- Minimizing exposure to concentrates
- Containing no ozone depleting substances
- Containing no toxic substances
- Recyclable packaging
- Biodegradability
- Reduced bio-concentration factors
- Reduced flammability

- Reduced or no added dyes, except when added for safety purposes
- Reduced or no added fragrances
- Reduced or no skin irritants
- Reduced or no volatile organic compounds (VOCs)
- Reduced packaging
- Safe end of use disposal

8.3 Safety and Product Control. Contractor shall provide to the Court a current Material Safety Data Sheet (MSDS) binder, which includes MSDS sheets on all products used by the Contractor in the provision of Services. In addition, the Contractor shall provide and maintain all required MSDS information in an appropriate binder at each storage closet or location in which such chemicals or products are kept and are to be used during the performance of Services. Any and all fees, which may be required by the Administrative Office of the Courts or San Benito County relating to the storage of hazardous materials on-site, shall be paid by the Contractor. No additional compensation shall be allowed for such fees. Failure to obtain proper licensing approval could result in termination of the Agreement. The Contractor shall ensure that Contractor Personnel are sufficiently experienced, trained and capable of handling all chemicals and cleaning products according to product directions, instructions and precautions and in such a manner so as to minimize the possibility of exposure of Courthouse occupants to any materials. Whenever possible, the Contractor shall provide chemicals, which are in the neutral range of the pH scale and fragrance free. All chemicals and products to be used shall be pre-approved by the Court's project manager. All materials that are stored in a liquid state shall be stored on shelves not higher than three (3) feet above the floor. All products stored in secondary containers shall be properly labeled as to the contents at all times. The Contractor shall dispose of all unused products and empty containers as required by federal, state and local laws and regulations. The Contractor shall provide the Court with documentation of proper disposal of all products and containers used in the performance of Services upon request.

9. Project Managers. The Court's project manager is the Court Manager. If the Court Manager is out of the office or otherwise unavailable, the Court Executive Officer may act as the Court's project manager. The Court may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: [name]. Subject to written approval by the Court, Contractor may change its project manager without need for an amendment to this Agreement.

10. Service Warranties. Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. All Services provided by the Contractor shall be performed in such a way that the finished result is equal to or exceeds the high standards required to reflect the Court's position as a public forum within the community. All Services shall be performed as specified in the Agreement and in no way shall any time limits set forth by the Contractor interfere with the quality of work performed to maintain the Courthouse at the highest standard in compliance with the Agreement.

APPENDIX B

Payment Provisions

- 1. General.** Subject to the terms of this Agreement, Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
- 2. Compensation for Services.**
 - 2.1 Amount.** Contractor will invoice the following amounts for Services that the Court has accepted:
 - **[\$[Dollar amount]]** each month for the Services (excluding any Additional or Emergency Services).
 - **[\$[Dollar amount]]** per hour for pre-approved Additional Services.
 - **[\$[Dollar amount]]** per hour for pre-approved Emergency Services.
 - 2.2 No Advance Payment.** The Court will not make any advance payment for Services.
- 3. Expenses.** The Court will not reimburse any Contractor expenses.
- 4. Taxes.** Unless otherwise required by law, the Court is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The Court shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the Court pursuant to this Agreement.
- 5. Invoicing and Payment**
 - 5.1 Invoicing.** Contractor shall submit invoices to the Court in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the Court. Contractor shall adhere to reasonable billing guidelines issued by the Court from time to time. Contractor's invoice must itemize any Additional or Emergency Services, identifying the labor hours for each item and the hourly rate.
 - 5.2 Payment.** The Court will pay each correct, itemized invoice received from Contractor in accordance with the terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.
 - 5.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice or the Services. Contractor shall immediately refund any payment made in error. The Court shall have the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court to Contractor under this Agreement.

APPENDIX C

General Provisions

- 1. Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue. Contractor represents and warrants as follows:
 - 1.1 Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
 - 1.2 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.
 - 1.3 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
 - 1.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
 - 1.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
 - 1.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
 - 1.7 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services. Neither Contractor nor any of Contractor's subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.
 - 1.8 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.
 - 1.9 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 will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
 - 1.10 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
- 3. Insurance**

3.1 General Requirements. General requirements for Contractor’s insurance that is required during the Term:

- A.** Contractor shall maintain the required insurance for its operations with an insurance company or companies rated “A- VII” or higher by A.M. Best’s key rating guide and authorized to do business in the State of California. If the Contractor is a public agency, the insurance may be provided through a joint power authority formed for the purpose of jointly self-insuring the cost of claims and insurance costs.
- B.** For all insurance policies required by Section 3 (“Insurance”), the Contractor shall declare any deductible or self-insured retention. Any deductible or self-insured retention shall be clearly stated on the appropriate certificate of insurance.
- C.** If self-insured, the Contractor agrees to administer its self-insurance program in a commercially reasonable manner to ensure the availability of funds to cover losses required to be insured against by the Contractor under the terms of Section 3 (“Insurance”).
- D.** Contractor, prior to commencement of the Services, shall provide the Court with certificates of insurance and signed insurance policy endorsements, on forms acceptable to the Court, as evidence that the required insurance is in effect. Each certificate of insurance and signed insurance policy endorsement shall specifically provide verification that (i) the State of California, (ii) the Judicial Council of California, (iii) the Superior Court of California, County of San Benito and (iv) their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds on the insurance policy being referenced.
- E.** The certificates of insurance shall be sent to:

Gil Solorio
Court Executive Officer
450 Fourth Street
Hollister, CA 95023
- F.** All insurance policies required under Section 3 (“Insurance”) shall be in force until the end of the Term or completion of the Services, whichever comes later.
- G.** If the insurance expires during the Term, the Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements, or the Contractor may be declared in breach of this Agreement. The Court reserves the right to withhold all payments until the breach is cured to the satisfaction of the Court. Contractor must provide renewal insurance certificates and signed policy endorsements to the Court no later than ten (10) days following the expiration of the previous insurance certificates and signed policy endorsements.
- H.** In the event the Contractor fails to keep in effect the specified insurance coverage, the Court may, in addition to any other remedies it may have, terminate this Agreement, subject to the provisions of this Agreement.
- I.** The Commercial General Liability and Automobile Liability insurance required by the “Insurance Requirements” in Section 3.2 (“Insurance Requirements”), as well as any Excess/Umbrella Liability insurance that Contractor maintains in compliance with the terms of Section 3 (“Insurance”) shall be endorsed to include (i) the State of California, (ii) the Judicial Council of California, (iii) the Superior Court of California, County of San Benito, and (iv) their respective elected and appointed officials, judges, officers, and employees as additional insureds, but only with respect to liability assumed by Contractor under the terms of this Agreement or liability arising out of the performance of the Services.
- J.** Contractor, and any insurer (by policy endorsement) providing insurance required under the terms of Section 3 (“Insurance”), waives any right of recovery or subrogation it may have against (i) the State of California, (ii) the Judicial Council of California, (iii) the Superior Court of California, County of San Benito, and (iv) their respective elected and appointed officials, judges, officers, and

employees for direct physical loss or damage to the work, or for any liability arising out of the Services performed by Contractor under this Agreement.

- K.** All insurance policies required under Section 3 (“Insurance”) shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days’ prior written notice to the Court. Notice to the Court of cancellation or material change is the responsibility of the Contractor.
- L.** Contractor shall be responsible for and may not recover from (i) the State of California, (ii) the Judicial Council of California, (iii) the Superior Court of California, County of San Benito or (iv) their respective elected and appointed officials, judges, officers, and employees, any deductible or self-insured retention that is connected to the insurance required under Section 3 (“Insurance”).
- M.** The insurance required under Section 3 (“Insurance”) shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the State of California, the Judicial Council of California, or the Superior Court of California, County of San Benito.
- N.** The cost of all insurance required by Section 3 (“Insurance”) is the sole responsibility of the Contractor, and is a component part of the Contractor’s agreed compensation
- O.** Contractor shall require insurance from any subcontractors and their sub-subcontractors with substantially the same terms and conditions as required of the Contractor under “Insurance Requirements” in Section 3.2 (“Insurance Requirements”) and with limits of liability, which in the opinion of the Contractor are sufficient to protect the interests of the (i) Contractor, (ii) the State of California, (iii) the Judicial Council of California, and (iv) the Superior Court of California County of San Benito.

3.2 Insurance Requirements: From the beginning of the performance of the Services, the Contractor shall maintain, at a minimum and in full force and effect, the following insurance:

- A. Commercial General Liability:** Commercial General Liability insurance (and if required Excess/Umbrella Liability insurance) for all of its operations written on an occurrence form with limits of not less than \$1 million per occurrence and a \$1 million annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not include exclusion for loss resulting from explosion, collapse, or underground perils. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability.
 - B. Commercial Automobile Liability:** If one or more automobiles is used in the performance of the Services, Commercial Automobile Liability insurance covering liability arising out of the operation, use, loading, or unloading of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Services, with limits of not less than \$1 million combined single limit per accident.
 - C. Workers’ Compensation and Employers Liability:** Statutory Workers’ Compensation insurance for all of the employees who are engaged in the Services, including special coverage extensions where applicable and Employers Liability insurance with limits not less than \$500,000 for each accident, \$500,000 as the aggregate disease policy limit, and \$500,000 as the disease limit for each employee.
 - D. Commercial Crime Insurance:** Commercial Crime insurance endorsed to cover loss of money, securities, or other property, with intrinsic value, belonging to the Court, if the loss is the result of the dishonest acts of the Contractor or its employees, whether acting alone or in collusion with others. The policy shall provide limits of not less than \$100,000 per occurrence.
- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the Court or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys’ fees and costs, that arise out of or in connection with (i) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, and (ii) a breach of a representation, warranty, or other provision of this Agreement. This indemnity applies regardless

of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Services. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

- 5. Option Terms.** The Court may, at its sole option, extend this Agreement for up to two consecutive one-year terms, at the end of which Option Terms this Agreement shall expire. In order to exercise an Option Term, the Court must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term (or the then-current Option Term). The exercise of an Option Term will be effective without Contractor's signature.

6. Termination

6.1 Termination for Convenience. The Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Court, Contractor shall immediately stop Services as specified in the Notice.

6.2 Termination for Cause. The Court may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

6.3 Termination upon Death. This entire Agreement will terminate immediately without further action of the parties upon the death of Contractor if Contractor a natural person. The Court may terminate this Agreement immediately, in whole or in part, upon the death of a general partner of Contractor if Contractor is a partnership.

6.4 Termination for Changes in Budget or Law. The Court's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Court may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Court if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Court determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.

6.5 Rights and Remedies of the Court.

A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Court immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Court may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into non-binding mediation; (iii) exercise, following Notice, the Court's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

B. *Replacement.* If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those services. Notwithstanding any other provision of this Agreement, in no event shall

the excess cost to the Court for such services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue any Services not terminated hereunder.

C. *Effect.* In the event of any termination of this Agreement, the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Court's termination is not for cause, the Court shall pay any fees due under this Agreement for Services performed completed and accepted as of the date of the Court's termination Notice.

6.6 Survival. Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

7. Assignment and Subcontracting. Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

8. Notices. Notices must be sent to the following address and recipient:

If to Contractor:	If to the Court:
<p>[name] [address] phone: [phone #] fax: [phone #]</p> <p><u>With a copy to:</u> [name] [address]</p>	<p>Gil Solorio, Court Executive Officer Superior Court of California, San Benito County 450 Fourth Street Hollister, CA 95023</p> <p><u>With a copy to:</u> Nancy Iler, Court Manager Superior Court of California, San Benito County 450 Fourth Street Hollister, CA 95023</p>

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

9. Provisions Applicable to Certain Agreements. The provisions in this section are *applicable only to the types of agreements specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

9.1 Union Activities Restrictions. *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

9.2 Domestic Partners, Spouses, and Gender Discrimination. *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

- 9.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 9.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services, this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 9.5 DVBE Participation.** *If Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement, this section is applicable.* This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement. Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
- 9.6 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

10. Miscellaneous Provisions.

- 10.1 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. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor, the Court may terminate this Agreement immediately upon Notice.
- 10.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 10.3 Recycling.** Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 10.4 Audit.** Contractor must allow the Court or its designees to review and audit Contractor’s (and any subcontractors’) documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

- 10.5 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 10.6 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to Contractor Personnel who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 10.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.
- 10.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 10.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 10.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Court. A waiver of enforcement of any of this Agreement's terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 10.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 10.12 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 10.13 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. A number in parentheses after a room name refers to the room or door number used in the Courthouse floor plans (available upon request from the Court).

10.14 Time of the Essence. Time is of the essence in Contractor's performance under this Agreement.

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

10.16 Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

10.17 Antitrust Claims. 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. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by 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. Upon demand in writing by Contractor, the Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.

APPENDIX D

Defined Terms

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

“After Hours” means any time when the Courthouse is closed to the public.

“Agreement” is defined on the Coversheet.

“Confidential Information” means: (i) any information related to the business or operations of the Court, including information relating to the Court’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Court (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the Court’s satisfaction that: (a) Contractor lawfully knew prior to the Court’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

“Contract Amount” is defined on the Coversheet.

“Contractor” is defined on the Coversheet.

“Contractor Personnel” means Contractor’s employees and independent contractors.

“Court” is defined on the Coversheet.

“Court Holiday” refers to New Year’s Day, Martin Luther King Day, Lincoln’s Birthday, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and the day after Thanksgiving, and Christmas Day. If the court holiday falls on a Saturday or Sunday, it may be observed on Friday or Monday as directed.

“Courthouse” means the inside of the building located at 450 Fourth Street in Hollister California, including the entire first and second floors.

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

“DVBE” is defined in Appendix C, section 9.5.

“Effective Date” is defined on the Coversheet.

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

“Fixtures” means toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains, counter tops, door frames, hand rails, benches, and any other items attached to the walls, floors or ceilings.

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

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

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

“No Service Areas” means Security Interview (103), Security Control (104), Building Automated Systems Room (123), Electrical (124), Building Support Central Storage (132), Janitor (134) Elevator Machine Rooms (137, 147, 156), Main Distribution Frame (143), Evidence Storage (145), Storage (164B, 165), Electrical (190), Boiler (192), Sally Port (door X1), Service Yard (door X2), Trash Area (doors X3 and X4), Judge’s Parking (door X6), Recycle Yard (doors X7 and X10), Workshop Yard (doors X8 and X9), Intermediate Distribution Frame (223), Electrical (224), closets (doors 276A, 276B, 276C, and 276D), Closet (237A), AV Closets (272, 263), and Janitor (255).

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

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

“Partition” means a barrier or divider between restroom stalls, workstations, or other areas. A Partition does not touch the ceiling.

“PCC” refers to the California Public Contract Code.

“Personnel List” is defined in Appendix A, section 6.2.

“Services” is defined in Appendix A.

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

“Workday” means any day that the Court is open to provide service to the public.

ATTACHMENT 3
PROPOSER’S ACCEPTANCE OF COURT STANDARD AGREEMENT

As noted in Section 9.0 of the RFP, the Court will evaluate the proposals on a 100-point scale. 10 of the 100 possible points will be assigned on the basis of “Acceptance of the terms and conditions in the Court Standard Agreement.” Proposer will receive the full 10 points if it accepts the Court Standard Agreement without exception, and agrees to sign the Court Standard Agreement without modification in the event it is awarded the contract. If Proposer proposes material exception(s) or change(s) to the Court Standard Agreement, it will receive fewer than 10 points.

The Court may void an award if (i) Proposer accepts the Court Standard Agreement without exception and subsequently requests exceptions or changes prior to execution, or (ii) Proposer proposes certain exceptions or changes as part of its proposal and subsequently requests additional exceptions or changes prior to execution.

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

- 1. Proposer accepts Attachment 2: Court Standard Agreement (“Attachment 2”) without exception. Proposer agrees to sign the Court Standard Agreement without modification in the event it is awarded the contract.

OR

- 2. Proposer proposes exceptions or changes to Attachment 2. Proposer must also submit (i) a redlined version of Attachment 2 (in Microsoft Word format or printed) that shows and implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change.

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

**ATTACHMENT 4
DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 10478, if a proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Court to submit a proposal.

To submit a proposal to the Court, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

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

OR

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

OR

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

CERTIFICATION FOR PARAGRAPH 3:

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

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

**ATTACHMENT 5
COST SHEET**

Instructions for this Cost Sheet:

1. Complete all areas shaded in yellow in the following tables.
2. Provide all information required for the validation on page 2.
3. Sign the validation on page 2.

<u>SERVICES</u>	<u>MONTHLY COST PROPOSED</u>	<u>X 12 MONTHS</u>	<u>YEARLY COST PROPOSED</u>
All services described in Appendix A of the agreement included as Attachment 2 of the RFP (“Agreement”) except for Additional Services and Emergency Services	\$	X 12 =	\$

ADDITIONAL SERVICES

<u>SERVICES</u>	<u>COST PER HOUR</u>
Additional Services requested by the Court pursuant to Appendix A, section 4 of the Agreement.	

EMERGENCY SERVICES

<u>SERVICES</u>	<u>RESPONSE TIME TO EMERGENCY</u>	<u>COST PER HOUR</u>	<u>TRAVEL TIME CHARGED?</u> <i>yes or no</i>
Emergency Services requested by the Court pursuant to Appendix A, section 4 of the Agreement.			

RFP Title: Janitorial Services

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VALIDATION

PROPOSER'S MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the goods and services described in the Agreement at the price quoted above, subject to the instructions and conditions in the RFP and the Agreement. I further attest that I am an official officer representing my firm and am authorized with signatory authority to present this proposal.

Company Name _____ Date _____

Signature _____ Phone _____

Printed Name _____ Title _____

Street Address / P.O. Box _____ City, State Zip _____

License No. (if applicable) _____ License Classification (if applicable) _____

**ATTACHMENT 6
GENERAL CERTIFICATION FORM**

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

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

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

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

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

Check box to indicate acceptance of the clauses above.

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

**ATTACHMENT 7
BIDDER DECLARATION**

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

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

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

If yes:

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

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

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

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

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

1. Date BUP was approved by DGS: _____
2. Date through which BUP is valid: _____
3. Bidder must submit a copy of its “Notice of Approved DVBE Business Utilization Plan” issued by DGS along with this Bidder Declaration.

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

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

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

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

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

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

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

SECTION IV. CERTIFICATION

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

RFP Title: Janitorial Services

RFP Number: JS036

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

BIDDER DECLARATION INSTRUCTIONS

General Instructions

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

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

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

Instructions for Section I

Skip this section if Bidder is not itself a DVBE.

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

Instructions for Section II

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

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

Instructions for Section III

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

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

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

Instructions for Section IV

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

**ATTACHMENT 8
DVBE DECLARATION**

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

Disabled Veteran Business Enterprise (DVBE) name: _____

DGS Supplier ID number: _____

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

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

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code (MVC) section 999.2(b), of the goods and/or services provided by the DVBE in connection with the solicitation identified above.

- Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. (*attach additional sheets if more than one principal*)
Principal Name: _____ Principal Phone: _____
Principal Address: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DVBE DECLARATION INSTRUCTIONS

General Instructions

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

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

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

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

Instructions for Section 1

Provide the full legal name of the DVBE, and its DGS Supplier ID number. This number is in the DVBE’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.

Instructions for Section 2

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

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

Instructions for Section 3

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

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

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

All disabled veteran owners of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran owners. Each disabled veteran owner of the DVBE must also provide his or her tax ID number,

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address, and telephone number in the signature block. If there are insufficient signature blocks for all disabled veteran owners, attach additional sheets.

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