

REQUEST FOR PROPOSAL

ALAMEDA SUPERIOR COURT

REGARDING:

RFP SC 016/059

JANITORIAL SERVICES

PROPOSALS DUE:

August 24, 2016 NO LATER THAN 3:00 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

- 1.1 Court is in need of janitorial services to be performed at all of its locations within Alameda County, which at this time amounts to 10 Court facilities of various sizes, but to be increased to 11 Court facilities in May, 2017. Court occupies many of the facilities within County Buildings; however Contractor shall provide janitorial services to the designated Court areas of these facilities only. In some cases the Court is responsible for servicing the public areas at some of the locations. (See Attachment 8 for Court locations, hours and recognized holidays; Attachment 6 for Schedule of Cleaning Tasks; Attachment 7 for Cleaning Standards and Attachment 9 Pricing Sheets.)

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks the services of an entity with expertise in professional cleaning and janitorial services for a minimum of 10 Court buildings that are located within the limits of Alameda County.

- A. Contractor shall provide janitorial service for each facility, as specified in the schedule of tasks and cleaning standards, with the exception of Court holidays as set forth in Attachment 8.
- B. Contractor shall furnish all necessary labor, supervision, travel, equipment and materials to perform the janitorial service as required. For instance, the Contractor shall provide a ladder, or other suitable device, of sufficient height for cleaning and dusting of areas with high ceilings, mop buckets, vacuums, floor buffers and cleaning agents.
- C. Contractor shall provide sufficient labor and supervision at all times to carry out the works satisfactorily, and shall ensure that only competent workers who are skilled in the type of work specified are employed. If the Court determines that a person is incompetent or unsuitable, the Contractor shall immediately remove such person from performing any further service and make sure that all keys, badges and any other items that belong to the Court are returned within 24 hours.
- D. Contractor is responsible for maintaining satisfactory standards for employees in regard to conduct, appearance and integrity (i.e. use of foul language, use of court staff's personal items, cooking, phone and TV usage.)
- E. Contractor shall ensure that staff who work after business hours keep their voices and radios/cd players at a low decibel level so as not to disturb Judicial Officers and staff that may still be on the premises.
- F. Contractor shall ensure that no person(s) not employed by the Contractor (i.e. spouse, children, brothers, sisters, friends, etc.) shall be allowed to enter the premises during performance of services.
- G. Contractor shall keep a record of each employee working on this agreement, as follows:
Name, Address & Phone Number
Work Classification and Rate of Pay

- Bi-weekly hours worked
 - Emergency Contact Information
1. Contractor shall provide relief personnel as necessary to ensure that each assignment is performed per specifications and deliverables, regardless of employee absenteeism.
 2. The lead person on any janitorial crew shall be able to read, write, speak and understand the English language to the extent required for communication in person, via telephone, and in writing with designated building representatives in connection with the janitorial duties to be performed. Further, the communication ability shall extend to being able to call the appropriate law enforcement agencies and/or an alarm company in the event of a break-in or inadvertent activation of a burglar alarm system. The English speaking person shall be over the age of eighteen (18) years.
 3. Contractor will be required to learn the proper operation of the security alarm system, if necessary, and ensure that the building is properly secured and locked when they are the last ones to leave the facility after hours. In addition, the contractor shall ensure that all employees are properly trained on safety and emergency procedures (such as fire building evacuations, etc.) for the facilities in which they work.
 4. Contractor shall notify Court of any irregularities noted during performance of services including, but not limited to, doors left unlocked, lights not working or left on, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or damage to the building or its contents.

2.1 Storage of Equipment and Materials

- A. The Contractor shall obtain prior approval from the designated Court representative for any space or area required for storage of the Contractor's equipment and materials.
- B. Equipment and materials shall not be piled or stored at any location to hinder normal business operations or to constitute a hazard to persons or property.
- C. All materials which are stored in the liquid state shall be stored on shelves not higher than three (3) feet above the floor.
- D. All products stored in secondary containers shall be properly labeled as to the contents.

2.2 Materials

Only materials meeting industrial standards will be acceptable in the performance of this work. The Designated Court Facilities Contact reserves the right to specify the type and quality of all materials used in the work. In the event a substitution is necessary for a required material, written notice will be provided to the Contractor and a material of equal value will be substituted at no additional cost to Court.

- a. Under no circumstances will cleaning tools and materials be left unattended during normal business hours.

b. The Contractor shall handle chemicals provided at each site so as to minimize the possibility of exposure of facility occupants to acid based or caustic based materials. A list of all chemicals used for these services shall be submitted and pre-approved by Court's designated representative.

c. All paper goods (2-ply toilet paper, paper towels, seat covers), liquid antibacterial hand soaps, sanitary napkins/tampons required in refilling dispensers, including trash receptacle liners will be furnished by the Contractor. The Contractor will be required to furnish all other materials and supplies as required to complete janitorial service to all locations which includes but is not limited to: cleansing powder, disinfectants, deodorant tablets for urinals, ammonia-based glass and surface cleaner, dust cloths, grease cleaner, carpet shampoo, floor stripper and finish.

d. All unused products and empty containers shall be properly disposed of by the Contractor as required by federal, state and local laws and regulations. The Contractor shall provide Court with documentation of proper disposal of all products and containers used in the performance of services.

Material Safety Data Sheet: It is required by law that all hazardous materials be accompanied with a "material safety data sheet" (MSDS) at time of delivery. If some or all of the products used by Contractor to perform the Work are on CAL OSHA's "Hazardous Substances List," Contractor shall forward a completed Material Safety Data Sheet (MSDS) to the Court's Project Manager. Contractor to provide updated sheets annually or quarterly as needed.

2.1.1 Labor

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

2.1.2 Security

- a. Contractor shall have all employees working in the Court facilities fingerprinted by the Alameda County Sheriff's Department within 10 days from the start of the contract. Each employee will also have a background check by the Court. Verification of clearance for any employee with access and entry into the Court facilities must be received by the court PRIOR to the start of work.
- b. All employees shall be identified while on the premises by picture identification card furnished at Contractor's expense, and by shirt, blouse or smock indicating the company name or logo in print large enough to be read easily.
- c. Contractor shall be responsible for all costs of fingerprinting, identification badges, background checks and uniforms until the end of the contract.
- d. Contractor shall be responsible for use of all keys and/or security cards issued to him/her. The Contractor shall not put identification on any keys. Contractor shall not duplicate any keys for premises under any circumstances. Any lost keys or badges or need for additional keys or badges shall be promptly reported to or requested of the Designated Court Facilities Contact.
- e. Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key in their possession. All doors and windows shall be closed and

locked upon completion of cleaning operations in the area. All areas shall be double-checked at end of shift to verify the areas are secured.

2.2 Equipment

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

2.3 Field Inspection

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

2.4 Hours of Work

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

2.5 Certifications and Verifications

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

2.6 Customer Service

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

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)

- Follow up process
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding customer service issues

2.7 Inventory

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

2.8 Invoicing

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

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

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	<i>July 20, 2016</i>
Mandatory Pre-proposal Conference	<i>July 26, 2016, 2:00 PM</i>
Deadline for questions	<i>August 1, 2016</i>
Questions and answers posted	<i>August 5, 2016</i>
Latest date and time proposal may be submitted	<i>August 24, 2016 by 3:00PM</i>
Anticipated interview dates (<i>estimate only</i>)	<i>Week of August 29, 2016</i>
Evaluation of proposals (<i>estimate only</i>)	<i>September 6, 2016</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>September 14, 2016</i>

EVENT	DATE
Negotiations and execution of contract (<i>estimate only</i>)	<i>September 19, 2016</i>
Contract start date (<i>estimate only</i>)	<i>November 1, 2016</i>
Contract end date (<i>estimate only</i>)	<i>October 31, 2017</i>

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 Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Court Standard Form agreement containing these terms and conditions (the “Terms and Conditions”).
Attachment 3: Supplemental Terms and Conditions	“Proposer” must agree to the supplemental terms and conditions.
Attachment 4: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 5: General Certification Clauses	Proposer must indicate acceptance of these clauses and submit with proposal.
Attachment 6: Scope of Work/Schedule of Tasks	This outlines the work to be done and the schedule which provides for frequency of services to be provided.
Attachment 7: Cleaning Standards	This provides for the standards set by Court of cleaning requirements.
Attachment 8: Court Locations, Hours of Operation and Holiday Schedule	Provides the addresses of the locations needing service; hours of operation and the days in which the Courts are closed for service.
Attachment 9: Pricing Sheets	This form, with the information provided, must be submitted with the proposal.
Attachment 10: Payee Data Record	This form must be completed so that you can be added to the Court’s financial management system.
Attachment 11: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 12: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.

5.0 PAYMENT INFORMATION

The Court will process for payment invoices within 30 days of receipt and approval by Court's Project Manager. Court will not pay or reimburse Contractor, or their employees, for travel, or any other related, expenses outside of service and supplies that are required as part of the Scope of Work. Upon Contract execution Contractor will invoice Court for necessary services and supplies that Court agrees are required as part of the scope of work at a cost that has been agreed upon by both parties.

6.0 PRE-PROPOSAL CONFERENCE

The Court will hold a pre-proposal conference on the date identified in the timeline above. The pre-proposal conference will be held at the Administration Building, 1221 Oak Street, Room 15, Basement, Oakland.

Attendance at the pre-proposal conference is mandatory; proposers must attend.

7.0 SUBMISSIONS OF PROPOSALS

7.1 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.

7.2 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 six (6) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.
- b. The Proposer must submit **one (1) original and six (6) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
- c. The Proposer must submit an electronic version of the entire proposal on a USB memory stick/flash drive. The files must be in PDF, Word, or Excel formats

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

Vicki Leung
Finance & Facilities Division
Procurement Unit
1225 Fallon Street, Room 210

Oakland, CA 94612

- 7.4 Late proposals will not be accepted.
- 7.5 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.

8.0 PROPOSAL CONTENTS

8.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

- a. Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.
- c. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- d. Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the Proposer has conducted similar services. The Court may check references listed by Proposer.
- e. Proposed method to complete the work.
 - i. Staffing number(s) for each location; list use of day porters/floaters/utility crew, etc.
- f. Acceptance of the Terms and Conditions.
 - i. On Attachment 4, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.

Note: A material exception to a Minimum Term will render a proposal non-responsive.

- g. Certifications, Attachments, and other requirements.
 - i. Proposer must include the following certification in its proposal:

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

- ii. If Proposer has had business activities or other operations outside of the United States within the previous three years, Proposer must complete the Darfur Contracting Act Certification (Attachment 11) and submit the completed certification with its proposal.
- iii. If Proposer is a corporation, proof that Proposer is in good standing and qualified to conduct business in California.
- iv. Copies of current business licenses, professional certifications, or other credentials.
- v. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- vi. The Proposer must complete the Iran Contracting Act Certification (Attachment 12) and submit the completed certification with its proposal.

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

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

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

9.0 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.

10.0 EVALUATION OF PROPOSALS

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

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

If a contract will be awarded, the Court will post an intent to award notice at <http://www.alameda.courts.ca.gov/Pages.aspx/Contract-Opportunities>

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

11.0 INTERVIEWS

The court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

12.0 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

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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.

13.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

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

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. Protests should be sent to:

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

ATTACHMENT 1 ADMINISTRATIVE RULES GOVERNING RFPs

1. COMMUNICATIONS WITH THE COURT (“COURT”) REGARDING THE RFP

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

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 made available prior to the proposal due date and time.

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 the Proposer, or an error that reasonably should have been known to the Proposer, before the proposal due date and time listed in the timeline of the RFP, the Proposer shall propose at its own risk. Furthermore, if the Proposer is awarded the agreement, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

- A. The Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer’s responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the Proposer.

The Proposer may thereafter submit a new or modified proposal, provided that it is received at the Court no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

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

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received 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 the 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, the Proposer will assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

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 the Court Executive Officer.

ATTACHMENT 2

GENERAL TERMS AND CONDITIONS

1. Provisions Applicable to Services

- 1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Court is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- 1.2 Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 Background Checks.** Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Court: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court.

2. 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:

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

- 2.9 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.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 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 Basic Coverage.** Contractor shall provide and maintain at the Court's discretion and Contractor's expense the following insurance during the Term:
- A. Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$2,000,000 per occurrence and annual aggregate.
 - B. Workers Compensation and Employer's Liability.* The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
 - C. Automobile Liability.* This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
 - D. Professional Liability.* This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$3,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
 - E. Commercial Crime Insurance.* This policy is required only if Contractor handles or has regular access to the Court's funds or property of significant value to the Court. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration

of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$500,000.

- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
 - 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
 - 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to the Court all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the Court's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
 - 3.5 Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Court, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
 - 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the Court.
 - 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
 - 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Court, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
 - 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
 - 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 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) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services,

or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the 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 Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Court may, at its sole option, extend this Agreement for a single one-year term, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Court must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.
6. **Tax Delinquency.** Contractor must provide notice to the Court immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Court may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
7. **Termination**
 - 7.1 **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: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
 - 7.2 **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.
 - 7.3 **Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
 - 7.4 **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.
 - 7.5 **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 nonbinding

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, goods or services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods and 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. Delivery of Materials. In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Court with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Court-provided materials in its possession, custody, or control. 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 or Deliverables completed and accepted as of the date of the Court’s termination Notice.

7.6 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.

8. 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.

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

If to Contractor:	If to the Court:
<u>[name, title, address]</u>	<u>[name, title, address]</u>
<u>With a copy to:</u>	<u>With a copy to:</u>

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.

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

10.1 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.

10.2 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.

- 10.3 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.
- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority 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.
- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).
- 10.6 Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.
- 10.7 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 10.8 Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the Court.
- 10.9 Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this

Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the Court by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Court may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.

- 10.10 DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court 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 Court: (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.
- 10.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* 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.
- 10.12 Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Court; (ii) adhere to litigation plans designated by the Court, if applicable; (iii) adhere to case phasing of activities designated by the Court, if applicable; (iv) submit and adhere to legal budgets as designated by the Court; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Court; and (vi) submit to legal bill audits and law firm audits if so requested by the Court, whether conducted by employees or designees of the Court or by any legal cost-control provider retained by the Court for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Court. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number

of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

- 10.13 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.
- 10.14 Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The Court may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the Court, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Court at no expense to the Court. If a theft occurs, Contractor must file a police report immediately.
- 10.15 Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the Court. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.
- 10.16 Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
- 10.17 Small Business Preference Commitment.** *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Court the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

11. Miscellaneous Provisions.

- 11.1 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.
- 11.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 11.3 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.

- 11.4 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 or the delivery of the Goods. 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.
- 11.5 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 its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The 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.
- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the Court ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Court.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.
- 11.8 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.
- 11.9 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.
- 11.10 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.

- 11.11 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.
- 11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 11.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.14 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.
- 11.15 Time of the Essence.** Time is of the essence in Contractor’s performance under this Agreement.

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

ATTACHMENT 3

SUPPLEMENTAL TERMS AND CONDITIONS

1. Contractor Status

A. Independent Contractor.

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

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

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

B. Contractor's Employees.

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

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

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

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

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

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

D. Permits, Laws, and Regulations.

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

D.2 Contractor will promptly provide Notice to Court of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable

for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

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

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

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

2. Confidential Information

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

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

C. Personnel Requirements.

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

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

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

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

C.5 Contractor shall have all employees working in the Facilities fingerprinted by the Alameda County Sheriff's Department within 10 (ten) days from the start of the Agreement. Each employee will also have a

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background check by the Court. Verification of clearance for any employee with access and entry into the Facilities must be received by the Court PRIOR to the start of work.

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

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

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

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

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

ATTACHMENT 4
BIDDER'S ACCEPTANCE OF TERMS AND CONDITIONS

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

1. Bidder accepts Attachment 2: Court Standard Terms and Conditions (“Attachment 2”) without exception.

OR

2. Bidder proposes exceptions or modifications to Attachment 2. Bidder must also submit (i) a red-lined version of Attachment 2 that clearly tracks proposed modifications, and (ii) a written explanation or rationale for each exception or proposed modification.

<small>BY (Authorized Signature)</small> 
<small>PRINTED NAME OF PERSON SIGNING</small>
<small>TITLE OF PERSON SIGNING</small>

ATTACHMENT 5
GENERAL CERTIFICATIONS 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.

Check box to indicate acceptance of the clauses above.

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

ATTACHMENT 6
SCOPE OF WORK/SCHEDULE OF TASKS

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

DAY CUSTODIAN

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

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

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

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

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

EXTERIOR SERVICES

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

**AFTER HOURS SERVICES
ALL LOCATIONS**

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

DAILY

RESTROOMS (Including all public and employee restrooms)

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

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

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

CHILDREN'S WAITING ROOMS

Clean and disinfect

WEEKLY

RESTROOMS

Acid clean insides of urinals and toilet bowls
Wash and disinfect waste containers

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

Dust all furniture (cleared surfaces only) and general clerical spaces and offices not mentioned in daily section
Dust accessible windowsills
Vacuum with crevice tool and other attachments to clean edges, corners and difficult to reach areas
Clean carpet in heavy foot traffic areas, use fire retardant if required
Thoroughly scrub steps and landings
Detail all stairwell components, including all level dusting and cobweb removal
Dust baseboards and wall fixtures
Damp wipe door grills & metal framework of doors and windows
Thoroughly clean accessible interior and exterior door and window glass, adjacent entry area glass, glass partitions and directory glass
Thoroughly Buff and wax ceramic tile floors
Thoroughly wet mop resilient floors (composition, vinyl, linoleum, etc.)
Remove dust and cobwebs from baseboards, blinds, sills, ledges, chair platforms, furniture, fixtures, frames, cubical tops and sides, and work surfaces (when paperwork or personal items are not present)
Thoroughly remove all fingerprints, smudges, scuff marks, streaks, etc. from all surfaces

CHILDRENS WAITING ROOMS

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

EXTERIOR

Police outside area of buildings and parking lots on a weekly basis, especially at the following sites: Fremont Hall of Justice, Wiley W. Manuel Court Judicial parking lot, and Hayward Hall of Justice Court parking lot area adjacent to building. Provide trash pick-up in these areas on a daily basis or as needed making sure any trash is disposed of and areas are clean and free of debris.

MONTHLY

RESTROOMS

Thoroughly clean and disinfect walls & doors, including trim and hardware
Buff and wax floors

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

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

CHILDRENS WAITING ROOMS

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

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QUARTERLY

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

Vacuum fabric partitions

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

SEMI-ANNUALLY

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

Clean/shampoo carpets

Exterior windows

JURY ASSEMBLY ROOMS (Rene C. Davidson Court – Room 100 Jury Assembly Room, Hayward Hall of Justice – 3rd floor Jury Assembly Room, Wiley W. Manuel Court – 3rd floor, Jury Assembly Room, and Fremont Hall of Justice – 3rd floor, Jury Assembly Room)

Clean and shampoo carpets and all seating located within these areas

ATTACHMENT 7 CLEANING STANDARDS

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

1. ENTRANCES

Mats and Carpet – Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.

Glass and Metal Surfaces – Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.

Corners/Thresholds – Shall be free of dust, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue.

Floors – Shall be free of dust, dried-soil, gum, spots, stains and debris. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

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

Waste Containers – Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of any offensive odor emitting from the container.

2. ELEVATORS

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

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

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

Floors and Carpet – Shall be free of dust, dried soil, soil, gum, spots, stains and other debris. Floors and carpet shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

3. CORRIDORS

Floors – Shall be free of dust, dried-soil, gum, spots, stains and debris. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

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

Waste Containers – Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of any offensive odor emitting from the container.

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

4. STAIRWELLS

Rails and walls – Shall be free of dust and dried-soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.

Steps and Landings – Shall be free of dust, dried soil, gum, stains and debris. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

5. RESTROOMS

Dispensers – Shall be free of dust, dried-soil and mold without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.

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

Sinks – Shall be free of dust, mold, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.

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

Toilets, Toilet Seats and Urinals – Shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

Partitions – Shall be free of dust, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.

Waste Containers – Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of any offensive odor emitting from the container.

Walls and Doors – Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots, metal kick plates, handles and push plates on doors shall also be polished-dry.

Floors and Baseboards – Shall be free of dust, soil, gum, stains and debris. Floors shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

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

Light Fixtures – Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

6. OFFICES

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

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

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

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

Waste Containers – Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of any offensive odor emitting from the container.

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

Floors, Carpets and Baseboards – Shall be free of dust, dried-soil, soil, gum, spots, stains and debris. Floors and carpet shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

7. WINDOWS

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

8. JANITOR CLOSETS AND STOREROOMS

Shelves – Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked and organized neatly on shelves.

Janitor Carts – Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil and organized neatly.

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

Utility Sinks – Shall be free of dust, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, film and water spots. Brightwork shall be cleaned, de-scaled and polished.

Floors – Shall be free of dust, dried-soil, gum, spots, stains and debris. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

9. GRAFFITI

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

10. EXTERIOR SERVICES

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

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

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ATTACHMENT 8
COURT LOCATIONS, HOURS OF OPERATION & HOLIDAY SCHEDULE

COURT LOCATIONS

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

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

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

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

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

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

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

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

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

West Winton Facility
224 W. Winton
Hayward, CA 94544
Rentable Square Footage for cleaning: 6.323

RFP Title: *JANITORIAL SERVICES*
RFP Number: *SC 016/059*

New location opening May 2017

East County Hall of Justice
5151 Gleason Drive
Dublin, CA 94568
Rentable Square Footage for cleaning: 147,000

HOURS OF OPERATION FOR ALL LOCATIONS:

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

HOLIDAY SCHEDULE OBSERVED AT ALL LOCATIONS:

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

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

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

**ATTACHMENT 9
PRICING SHEETS**

Rene C. Davidson Courthouse

Day time staffing:
Night time staffing:
Square footage cost:

Administration Building

Day time staffing:
Night time staffing:
Square footage cost:

Wiley W. Manuel Courthouse

Day time staffing:
Night time staffing:
Square footage cost:

Berkeley Courthouse

Day time staffing:
Night time staffing:
Square footage cost:

George E. McDonald Hall of Justice

Day time staffing:
Night time staffing:
Square footage cost:

Juvenile Justice Center

Day time staffing:
Night time staffing:
Square footage cost:

Hayward Hall of Justice

Day time staffing:
Night time staffing:
Square footage cost:

Fremont Hall of Justice

Day time staffing:
Night time staffing:
Square footage cost:

W. Winton Building

Day time staffing:
Night time staffing:
Square footage cost:

RFP Title: *JANITORIAL SERVICES*
RFP Number: *SC 016/059*

Office of Information Technology
Day time staffing:
Night time staffing:
Square footage cost:

New location opening March 2017

East County Hall of Justice
Day time staffing:
Night time staffing:
Square footage cost:

RFP Title: *JANITORIAL SERVICES*

RFP Number: *SC 016/059*

Vendor Category	<input type="checkbox"/> ARBITRATOR	<input type="checkbox"/> VOLUNTEER	<input type="checkbox"/> OTHER (<i>description required</i>)
	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> GRAND JURY	<input type="checkbox"/> RENT <input type="checkbox"/> SETTLEMENTS/AWARDS
	<input type="checkbox"/> COURT APPT. COUNSEL	<input type="checkbox"/> INTEREST PAYMENTS ONLY	<input type="checkbox"/> DECEASED FINAL PAYMENT
	<input type="checkbox"/> COURT REPORTER	<input type="checkbox"/> COURT INTERPRETER: (<i>indicate language</i>)	
	<input type="checkbox"/> EMPLOYEE	<input type="checkbox"/> MEDIATOR	<input type="checkbox"/> GARNISHMENT TRUSTEE PAYMENT TERMS
Court Contact	COURT CONTACT NAME	PHONE NUMBER	EMAIL
FOR JCC USE ONLY (Form updated 08/26/2014)			
Assigned Vendor Number		Assigned By:	

Requirement to Complete Payee Data Record	
<i>A completed Payee Data Record (in lieu of the IRS W-9) is required for payments and will be kept on file at the Judicial Council of California, Trial Court Administrative Services Office. Since each state agency with which you do business must have a separate Payee Data Record on file, it is possible for a payee to receive a similar form from various state agencies.</i>	
SECTIONS 2 THRU 5 TO BE FILLED OUT BY VENDOR	
2	<p>Enter the payee's legal name. Sole proprietorships must also include the owner's full name.</p> <p>An individual must list his/her legal name as it appears on his/her Federal Income tax return. If a different name is used, that name should also be entered, beneath the legal name.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the physical location of business, if different than mailing address. The phone number, e-mail address, and facsimile number should also be provided.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals is their Social Security Number (SSN). A sole proprietor may have both a Federal Employer Identification Number (FEIN) and a SSN, the IRS prefers that sole proprietors use their SSN. Only partnerships, estates, trusts, and corporations will enter their FEIN.</p>
4	<p>Are you a California resident or non-resident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California.</p> <p>An estate is a resident if the decedent was a California resident at the time of death.</p> <p>A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a non-resident.</p> <p>Payments to all non-residents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Non-resident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p><u>This form must be signed.</u> Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed.</p> <p><u>Certification Instructions:</u> You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are not a U.S. Citizen or U.S. person, as defined by the Internal Revenue Service, a different form may be required and tax withholdings may apply. See IRS website http://www.irs.gov/businesses/international/index.html for additional information.</p>
SECTION 6 TO BE FILLED OUT BY COURT	
6	<p>Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment and tax withholdings. If the court is sending the request, please include contact information to assist with processing your request. Not including court contact information may delay processing the request.</p>
<p>Privacy Statement: Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000.</p>	

RFP Title: *JANITORIAL SERVICES*

RFP Number: *SC 016/059*

You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

ATTACHMENT 11
DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a bidder 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 bid.

To submit a bid 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 bid pursuant to PCC 10477(b). *A copy of the written permission from the Court is included with our bid.*

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 bidder 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>	

ATTACHMENT12
IRAN CONTRACTING ACT CERTIFICATION

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

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

1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

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

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below certify that I am duly authorized to legally bind the bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

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