

REQUEST FOR PROPOSALS

***SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO***

REGARDING:

Janitorial Services, 10-2022-JAN

PROPOSALS DUE:

March 3, 2023 NO LATER THAN **4:00** P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

The Superior Court of California, County of Fresno ("Court") is soliciting proposals from qualified companies to perform janitorial services for Court facilities to include the Main Courthouse, B.F. Sisk Courthouse, North Annex Jail court space, court occupied and common space at the Juvenile Delinquency Courthouse, and the Court Archives Record Storage facility. The approximate square footage for all of the facilities is **487,000** square feet.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The description of services ("Scope of Work") is fully described in Attachment 1, incorporated into this Request For Proposals ("RFP").

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. Any addenda issued will be available on the Court's website:

www.fresno.courts.ca.gov/general-information/procurement

EVENT	DATE
RFP issued	<i>Friday, 1/27/2023</i>
Deadline for Notice of Attendance at the Pre-proposal Conference and Walk-Through	<i>Wednesday, 2/1/2023</i>
Pre-proposal Conference and Walk-Through (Mandatory)	<i>Friday, 2/3/2023, 2 p.m. Main Courthouse, 8th Floor</i>
Deadline for questions	<i>Wednesday, 2/8/2023, 2 p.m.</i>
Questions and answers posted	<i>Friday, 2/10/2023, 5 p.m.</i>
Latest date and time proposal may be submitted	Friday, 3/3/2023, 4 p.m. PST
Evaluation of proposals (<i>estimate only</i>)	<i>3/6/2023 to 3/17/2023</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>Week of 3/20/2023</i>
Negotiations and execution of contract (<i>estimate only</i>)	<i>3/2023 and 4/2023</i>
Contract start date (<i>estimate only</i>)	<i>7/1/2023</i>
Contract end date (<i>estimate only</i>)	<i>6/30/2028</i>

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	<p>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").</p> <p>The following provisions within the Terms and Conditions are minimum contract terms and conditions ("Minimum Terms"): 1.3, 2, 3, 4, 6, 7, 8, 10.5, 10.9, 10.10, 11.5, 11.9, and 11.14.</p>
Attachment 3: Bidder's Acceptance of Terms and Conditions	<p>On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.</p> <p>Note: A material exception to a Minimum Term will render a proposal non-responsive. The Court, in its sole discretion, will determine what constitutes a material exception.</p>
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 7: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 8: Scope of Work	The description of services ("Scope of Work") is fully described in this Attachment and is incorporated into this Request For Proposals ("RFP").
Attachment 9: Pricing Sheets	The Proposer must complete the Pricing Sheets for inclusion in the Cost Proposal. There are two separate tabs that must be completed.

5.0 PAYMENT INFORMATION

Payment of a firm fixed price is made based upon completion of tasks as provided in the contract between the Court and the selected vendor. Payment will be made in arrears, within 45 days after receipt of a proper invoice. THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.

Payment of an hourly rate will be made for special services, as requested by the Court. See Pricing Sheet, tab two of Attachment 9.

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 Main Courthouse at 1100 Van Ness Avenue, Fresno, CA, and the group will convene on the 8th floor in the large conference room.

Attendance at the pre-proposal conference is **MANDATORY**. Each Proposer must be certain to check in at the pre-proposal conference, as the attendance list will be used to ascertain compliance with this requirement. The Court will reject a proposal from any Proposer who did not attend the pre-proposal conference.

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. The proposal must be submitted in **electronic version** via email (limited to 25 MB in size), on USB memory stick, or flash drive and must be in PDF, Word, or Excel formats.
 - a. Proposals received on USB memory stick or flash drive must be submitted in a sealed envelope with the RFP title and number clearly written on the outside of the envelope.
 - b. The Proposer must submit the technical proposal in a file clearly marked as the "Technical Proposal," and in a file/directory separate from the cost proposal.

- c. The Proposer must submit the cost proposal in a file clearly marked as the "Cost Proposal," and in a file/directory separate from the technical proposal.

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

If mailed:

Fresno Superior Court
Attn: Solicitations, 8th Floor
1100 Van Ness Avenue
Fresno, CA 93724-0002

If by courier or delivery service:

Fresno Superior Court
Attn: Solicitations, 8th Floor
1100 Van Ness Avenue
Fresno, CA 93721

OR

solicitations@fresno.courts.ca.gov

7.4 Late proposals will not be accepted.

7.5 Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may also be transmitted by email, but not by fax.

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. The Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if the 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 the Proposer's designated representative for purposes of this RFP.
- c. Names, addresses, and telephone numbers of a minimum of **five (5)** clients of like size clients for whom the Proposer has conducted similar services. The Court may check references listed by the Proposer.
- d. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide

the required additional materials. An “exception” includes any addition, deletion, or other modification.

- ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
 - iii. **Note: A material exception (addition, deletion, or other modification) to a Minimum Term will render a proposal non-responsive.** The Minimum Terms for this RFP and the resulting contract are: 1.3, 2, 3, 4, 6, 7, 8, 10.5, 10.9, 10.10, 11.5, 11.9, and 11.14. Material exceptions to other Terms and Conditions may render a bid non-responsive. The Court, in its sole discretion, will determine what constitutes a material exception.
- e. Certifications, Attachments, and other requirements.
- i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
 - ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
 - iii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
 - 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 6) and submit the completed certification with its proposal.
 - vii. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 7) and submit the completed certification with its 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. Cost Sheet, Attachment 9, (Excel document with two tabs), must be completed including Costs for all locations as well as One-time Costs for Extra Services as may be requested by the Court.

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 on the Court's website at:

<https://www.fresno.courts.ca.gov/general-information/procurement>

CRITERION	MAXIMUM NUMBER OF POINTS
Reasonableness and feasibility of proposed approaches, methods, procedures and cost projections	27
Experience on similar assignments	20

CRITERION	MAXIMUM NUMBER OF POINTS
Cost	30
Acceptance of the Terms and Conditions	10
Financial Viability and Stability	10
DVBE Incentive	3

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 TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT. Except as required by law, 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 may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," "copyright ©," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court's right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, pursuant to this Section 12.0. **Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive. Proposers not qualified or bidding as a DVBE need not submit the DVBE forms. DVBE Declaration and DVBE Bidder Declaration forms can be found on the Procurement page of the

Court's website (<http://www.fresno.courts.ca.gov/general-information/procurement>).

Eligibility for and application of the DVBE incentive is governed by the Court's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Court's sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, the score assigned to its proposal will be increased by an amount equal to 3% of the total possible points.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (found on the Court's website, Procurement page). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Certification Declaration (found on the Court's website, Procurement page) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

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

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

If using DVBE subcontractors, the Proposer must complete and return to the Court a copy of the post-contract certification form

(<https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>), promptly upon completion of the awarded contract, and by no later than the date of submission of Proposer's final invoice to the Court. If the Proposer fails to do so, the Court will withhold \$10,000 from the final payment, or withhold the full

payment if it is less than \$10,000, until the Proposer submits a complete and accurate post-contract certification form.

When a Proposer fails to comply with the post-contract certification requirement in this section and a payment withhold is applied to a contract, the Court shall allow the Proposer to cure the deficiency after written notice. Notwithstanding the foregoing or any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Proposer refuses to comply with the certification requirements, the Court shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is March 1, 2023. Protests must be sent to:

solicitations@fresno.courts.ca.gov

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

1. Communications With The Court Regarding The RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to solicitations@fresno.courts.ca.gov (the "Solicitations Mailbox"). Proposers must include the RFP Number in subject line of any communication. All correspondence from the Court will be posted on the Court's website at:

<http://www.fresno.courts.ca.gov/general-information/procurement>.

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. Knowledge Of Requirements

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the vendor's sole risk.

Vendors shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to prospective vendors by posting addenda and clarifications to the Court website; however, it is the vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

4. Errors In The RFP

- A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the 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.

5. 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 which will be posted on the Court's website (www.fresno.courts.ca.gov/general-information/procurement). It is each Proposer's responsibility to inform itself of any addendum.
- 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.

6. Withdrawal And Resubmission/Modification Of Proposals

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the 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.

7. 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.

8. 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.

9. Evaluation Process

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- 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.

10. 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.

11. 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.

12. Award And Execution Of Agreement

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the 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 Court may electronically send the agreement to the Proposer for signature. The Proposer will sign in **blue ink** and **color** scan the agreement to be returned to the Court no later than ten (10) business days of receipt of agreement. The Court will then finally execute the agreement and return a colored scan of the agreement to the Proposer which will be considered an original. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Proposer's own risk.

13. Failure To Execute The Agreement

The period for execution set forth in Section 12 ("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.

14. News Releases

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Court Public Services and Media Coordinator.

15. 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.)

16. 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 solicitations mailbox (solicitations@fresno.courts.ca.gov) with "RFP Accommodation Request" in the subject line of the email.

[END OF ATTACHMENT 1]

ATTACHMENT 2

COURT STANDARD 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 Court 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 Non-infringement.** 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 \$4,000,000 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. 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 \$1,000,000.

- 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 \$1,000,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$1,000,000 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. Contractor shall provide prompt written notice to the Court in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided 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 Court, and the basic coverage insurer waives any and all rights of subrogation against Court and Court 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 Court, 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.** The Court may, at its sole option, extend this Agreement for up to **five** consecutive one-year terms, at the end of which Option Term this Agreement shall expire. In order to exercise an Option Term, the Court must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term (or the then-current Option Term). The exercise of an Option Term will be effective without Contractor's signature.
- 6. 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 Court:	If to Contractor:
Forriest Reed, Facilities Supervisor 1100 Van Ness Avenue Fresno CA 93724-0002 freed@fresno.courts.ca.gov	<u>[name, title, address]</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, Gender, and Gender Identity Discrimination. *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

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 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.
- 10.7 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 complete and return to the Court a post-contract certification form promptly upon completion of the awarded contract, and by no later than the date of submission of Contractor's final invoice to the Court. (The post-contract certification form is located at: <https://www.Courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>) If the Contractor fails to do so, the Court will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Contractor submits a complete and accurate post-contract certification form. The Court shall allow the Contractor to cure the deficiency after written notice of the Contractor's failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Contractor refuses to comply with these certification requirements, the Court shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. The post-contract certification form shall include: (1) the total amount of money Contractor received under the Agreement, (2) the total amount of money and the percentage of work that Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (4) the amount of money each DVBE subcontractor actually received from

Contractor in connection with the Agreement, and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Agreement; and (5) that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the Court, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

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 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.

- 11.7 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.
- 11.8 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.9 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.
- 11.10 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.
- 11.11 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.
- 11.12 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.13 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 11.14 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 11.15 Counterparts.** This Agreement may be executed as an electronic transaction (documents scanned and sent via email) and will have the same effect and validity as signed original counterparts.

[END OF ATTACHMENT 2]

ATTACHMENT 3


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.

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

[END OF ATTACHMENT 3]

ATTACHMENT 4
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

[END OF ATTACHMENT 4]

ATTACHMENT 5
DARFUR CONTRACTING ACT CERTIFICATION

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

To submit a proposal to the Court, the proposer/bidder must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete **paragraph 1 or 2**, simply check the corresponding box in paragraph 1 or 2. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

<u>Company Name (Printed)</u>	<u>Federal ID Number</u>
<u>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</u>	

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

OR

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

OR

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

CERTIFICATION FOR PARAGRAPH 3:

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

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

[END OF ATTACHMENT 5]

ATTACHMENT 6 IRAN CONTRACTING ACT CERTIFICATION

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

To submit a proposal 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 proposal pursuant to 2203(c) or (d). *A copy of the written permission from the Court is included with our proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, certify that I am duly authorized to legally bind the proposer 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>

[END OF ATTACHMENT 6]

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

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the Court for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the Court for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

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

[END OF ATTACHMENT 7]

ATTACHMENT 8 SCOPE OF WORK

It is impossible to indicate every surface in every room of every building that requires janitorial service, but the following tasks and frequencies indicate most of them as shown in **Part I** and **Part II**. This information is intended to inform the janitorial contractor that nothing less than full-service janitorial will be accepted.

The successful bidder will be required to service all Court locations indicated within the RFP. Each building will be listed in a separate line on the monthly statement addressed to the main courthouse.

All Vendor personnel assigned to this contract must pass a complete background investigation by the Court. These individuals must not have any felony convictions. Clearance by the Court is at the discretion of the Court. Additionally, all employees of the vendor shall pass a drug screening, be bondable and receive all appropriate safety training in all aspects of custodial/housekeeping operations from the janitorial service prior to being placed on the Courts' account. Costs related to employee drug testing, Live scans, and ID badges, will be borne by the vendor.

Definitions, Terms, and Abbreviations used in this Agreement

- **Court Contract Administrator (CCA)** – The Court will appoint a CCA, who will be authorized to administer the Contract/Agreement.
- **Court Contractor Coordinator (CCC)** – The Court will identify a number of CCCs who will be responsible for on-site coordination of the Contract, logistics, communication, and quality control inspections.
- **Court Contract Team (CCT)** – The CCA and CCCs will function together as the Court Contract Team (CCT).

Contractor's On-Site Representative (COSR) – The COSR is the individual who has been authorized by the Contractor to act on their behalf regarding day-to-day implementation and execution of this Agreement.

1. TRANSITION

- A. Upon award of the contract, the contractor shall work with the Court and any other organizations designated by the Court to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services.
- B. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Court to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an

organization designated by the Court. If requested by the Court, the contractor shall provide and/or perform any or all of the following responsibilities:

- i. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Court and/or to the Court's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Court. **The Court will withhold all or a portion of the final payment until such documentation is provided.**
 - ii. Such assistance shall include completion of all Daily Requirements on the last effective day of the contract including restocking of all dispensers to normal limits.
- C. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Court, in order to ensure the completion of such service prior to the expiration of the contract.

2. RESPONSIBILITIES OF THE COURT

A. Access to Court Facilities

The Court shall provide access for the Contractor to the facilities that are to be serviced under the terms of this RFP. See section on **Security, Keys, and Alarms**.

B. Contract Administration/Management

The Court shall designate a CCA who shall act on behalf of the Court with respect to this Contract. The CCA will oversee the work as it progresses as well as inspect materials which are used in the work. The CCA shall have authority to require the Contractor to comply with all provisions of this Contract. The CCA's decision upon all questions, claims, and disputes will be final and conclusive upon the parties of the Agreement.

The CCC will initiate and chair regular Contractor progress meetings and will coordinate Court's Agreement administrative functions. The CCA is designated to approve Contractor statements, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The CCA is not authorized to change any terms and conditions of this Agreement; any amendments must be made pursuant to the Court's Terms and Conditions, section 11.9.

The CCA will designate one or more CCC who shall provide hands-on, daily monitoring, quality control inspections, and oversight of the Contractor's performance and compliance with the terms of this Agreement. The CCCs will

also handle any coordination and communication issues between the Contractor and building occupants.

The CCA and CCCs shall function together as a Court Contract Team (CCT) in providing leadership and oversight of the Contract. The primary goal of the CCT is **to assure that the Contractor is successful in meeting the Court's goals, objectives, and requirements.**

The CCC's shall report any deviations from the specifications to the CCA who shall have the authority to stop the work pending a decision by the Court. The Court has the right, at any time, to stop defective work or to stop the entire work by the contractor if he is not complying with the rules and specifications of the contract.

The Court, under advisement by the CCA, shall have the right to require the Contractor to remove at any time any employee of the Contractor who shall be assigned to this contract and who appears to be incompetent, who acts in a disorderly, unsafe or improper manner, or fails to follow established protocols, including Court rules and regulations and such person shall not again be assigned to this contract without written consent of the Court.

The CCA may, at his/her discretion, and upon reviewing the requirements of the contract, cancel any and all services as specified within the contract due to negligence, incompetence, or failure to abide by the obligations within the contract. By definition, the overall contract authority is delegated to the CCA.

C. Electricity, Lighting and Water

The Court will supply to the Contractor light, power, and water for the cleaning of the facilities under the terms of this contract.

D. Garbage and Recycling Service

The Court will provide designated spaces, bins, cans or locations where the vendor will deposit trash and sort recycled and organic materials. Disposal of trash and recycled and organic materials from these designated locations will be the responsibility of the Court. All trash and recycled materials shall remain the property of the Court until they are hauled away by the designated/authorized vendor.

E. Storage/Janitorial Closets

The Court shall provide lockable spaces for Contractor's supplies and equipment. The Court shall not be responsible for the Contractor's supplies, materials or personal belongings that may be damaged, lost or stolen. The Contractor shall keep these storage areas organized and clean at all times. The Contractor shall

provide the Court access to consumable supplies that may need to be replenished during the daytime shift when the Contractor is not on-site.

3. RESPONSIBILITIES OF THE CONTRACTOR

Contractor shall perform the work and provide the services in a good workmanlike manner and in accordance with the highest professional standards, at its own cost and expense. Contractor shall furnish all of the labor, technical, administrative, professional and all other personnel necessary or proper to perform and complete the work and provide the services required of this Agreement. Contractor shall furnish all equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by Court.

The Contractor shall provide a dedicated core of individuals trained for each facility. **At a minimum, the contractor shall have adequate personnel to assign the same individuals to the assigned facility for one month at a time.** This provides continuity for Court services in specific locations.

A. Communication

Regular communication between the Contractor and the Court is fundamental to the success of this relationship.

The Contractor shall immediately notify the CCA if there is any reason the Contractor would be unable to fulfill any requirement of the contract.

Contractor shall attend and actively participate in all meetings scheduled by the Court.

Phone Services

The Court shall provide cell phones. The Court shall provide the COSR a cell phones, which shall be available at all times during the performance of the Service. Contractor shall assure that their staff have a means (at all times) for contacting and being contacted by their employees who are deployed to various locations.

Contractor's Response Time

The Contractor shall maintain a 24-hour business phone and/or telephone answering service. Phone answering machines are not acceptable. Contractor shall also maintain an active e-mail account. Contractor shall respond to all phone or e-mail messages regarding incomplete or defective work before the expiration of the next Court workday (8:00 a.m. to 5:00 p.m., Monday through Friday). Remedial work shall be completed within 24 hours after receiving Court's notification unless otherwise stated in this RFP.

B. Conduct

The Contractor is responsible for the conduct of their employees. Examples of required and prohibited conduct include:

The Contractor's personnel shall:

- Be restricted to work areas to which they are assigned.
- Take rest breaks only in pre-assigned areas.
- Conduct themselves in an orderly and safe manner.

The Contractor's personnel shall NOT:

- Loiter in the building.
- Smoke in Court facilities or within 25 feet of any exterior building entrance.
- Use any Court telephones, copy machines, or other equipment or supplies, regardless of the purpose.
- Touch or disturb personal items stored by Court employees in their offices and work areas, break rooms, refrigerators, etc.
- Possess, use, or be under the influence of alcohol or illegal drugs while on Court property.
- Engage in soliciting, gambling or any immoral or undesirable conduct on Court property.

C. Contractor's On-Site Representative (COSR)

The Contractor shall have a designated COSR on-site during all shifts. If the primary assigned COSR is absent, the Contractor shall provide a competent replacement that has the authority to carry out the terms and conditions of the Agreement.

D. Damage Repair and Restoration

The Contractor shall repair and restore to its original condition any Court property damaged by his operations at no cost to the Court. Contractor shall be responsible for damage caused by his/her staff to personal property of Court employees.

E. Emergencies - Deployment of Janitorial Services during Declared Emergencies

In the event of a declared emergency, the CCA shall notify the Contractor's representative to mobilize contractor's staff assigned to this Agreement to redeploy to designated facilities, as directed. It is understood that during a declared emergency, or a Court declared critical event, identified facilities may be closed and may or may not require service during the event.

Other designated facilities may become emergency control centers and may require special measures, to include up to 24-hour services. Pricing for emergency services will be at the rate stated in the pricing schedule.

F. English Language Fluency

Supervisors and COSRs provided by the Contractor must be fluent in English. Fluency will be defined as the ability to communicate (speak, read and understand) in English. The CCA may review the language skills of all persons required to be fluent in English. The criteria shall be the individual's ability to read aloud the cleaning specifications of this contract and explain the application of these requirements.

G. Equipment

The Contractor shall provide and use only equipment that is suitable for a commercial cleaning environment. The Contractor shall not use any equipment or products which may be injurious or damaging to the surfaces upon which they are to be applied. The Contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, carpet cleaning machines, vacuums, and any other equipment necessary. Equipment found to be defective, damaged or hazardous shall be removed from Court facilities.

Vacuums must be equipped with a proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer's recommendations. Vacuum bags or canisters shall be inspected at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.

No propane buffers are to be used in any Facilities which have day time service.

The Contractor shall be assigned a closet(s) in the building(s) for storage of all janitorial equipment and products necessary for the cleaning of the building. Contractor shall leave janitor closet clean, neat and orderly, this shall include all vacuum cleaners, buffers, mops, mop buckets, rolling carts, trash containers, dust mops and brooms, etc.

H. Organization Chart

The Contractor shall prepare, keep on file and furnish a copy to the CCA an organization chart. The organization chart shall be updated whenever changes are made, with a copy sent to the CCA, and shall show the assigned work area of each employee, by position and by scheduled hours of work.

I. Parking

Parking for Day Porters is the responsibility of the Contractor. Parking for Contractor's after- hours employees may be provided by Court.

J. Progress Meetings

The CCC will initiate periodic (monthly, at a minimum) meetings with the Contractor to review the Agreement performance. At these meetings the CCC will apprise the Contractor how the Court views the Contractor's performance and the Contractor will apprise the Court of problems, if any, being experienced. The Contractor shall also notify the CCC (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the CCC and the COSR. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

K. Written Plan of Operation

At the time of the first contract progress meeting, the Contractor shall provide a written Plan of Operation. The Plan of Operation shall be typed and contained in a three-ring binder with the Contractor's name on the spine of the binder.

The Plan of Operation shall contain the following information, organized into the following sections:

1. Table of Contents.
2. Facilities to be serviced.
3. Staff names, cell phone numbers, addresses, and assignments.
4. Name, phone number, and home address of the individual who will function as the COSR for the firm. This section will include a document which articulates the COSR's authority to contractually bind the firm with respect to monitoring and training of staff, and authority over staff.
5. Product lists with MSDS (Material Safety Data Sheets) forms for all products to be used.
6. Emergency Procedures.
7. Injury and Illness Prevention Program (IIPP).
8. Detailed schedules for the performance of all Routine and Periodic services

required under this contract.

9. Photograph of the company uniform.

L. Relief Staff for Absenteeism and Vacation

The Contractor shall provide relief personnel as necessary and work overtime as required at no additional cost to the Court to ensure that the **Routine** and **Periodic** Services are performed daily as required per the contract.

M. Safety

The Contractor shall be responsible for complying with all applicable safety and health regulations, including, but not limited to, California Code of Regulations (CCR) Title 8, Section 3202, and General Industry Safety Orders.

Illness and Injury Prevention Plan (IIPP) - Such orders require employers to establish, implement, and maintain an effective Injury and Illness Prevention Program (IIPP). The Contractor's IIPP must contain elements that ensure compliance with CCR Title 8, Section 5193, "Blood Borne Pathogens," and Section 5194, "Hazard Communication." The Contractor's IIPP must be included in the Contractor's Written Plan of Operation, which must be submitted to the CCA on or before the first contract progress meeting.

Asbestos Awareness Training - Contractor's staff working in designated Court facilities known to contain asbestos must have asbestos awareness training in accordance with CCR Title 8, Section 5208 and 1529. Training shall be consistent with EPA training requirements for local education agency maintenance and janitorial staff as set forth in Code 40 of the Federal Regulations (CFR) 763.92(a)(1). Documentation verifying the completion of Asbestos Awareness by Contractor's employees must be included in the Contractor's written Plan of Action, which must be submitted to the CCA on or before the first contract progress meeting.

Safe Cleaning Processes and Procedures - The Contractor's staff shall not place or use mops, brooms, or any equipment in traffic areas or other locations in any manner that would create safety hazards. The Contractor's staff shall provide and place appropriate warning signs for wet or slippery floor areas, such as those caused by cleaning or floor finishing operations. General safety requirements (manufacturer's recommendations, drying methods, etc.) shall be complied with for all products and all methods used in carrying out this contract.

Personal Protective Equipment (PPE) - The Contractor shall assure that staff utilizes all PPE as required by law and necessary to reduce employee exposure to safety hazards.

Safe Maintenance of Equipment - All cleaning equipment (such as vacuums, buffers, cords, mops, buckets, etc.) shall be properly maintained as to promote safety. (Equipment found to be defective, damaged or hazardous shall be removed from facility).

N. Security, Keys, and Alarms

Security is of great concern to the Court. The Contractor is advised that failure to **fully comply** with the security requirements of this contract is a breach of security and shall result in the termination of this contract for default.

All persons performing duties under this contract shall be acceptable to the Court. This will include all owners of sole proprietorships, members of partnerships or joint ventures; principals of corporations and all others who might have access to Court facilities without the supervision of a Court employee.

The Contractor's employees shall be subject to and at all times conform to the Court's security rules and regulations and shall fully cooperate with Security personnel. Any violations or disregard of these rules may be cause for denial of access to Court property.

Background Investigations - Background checks are required for all contract employees before access will be permitted to Court facilities/property at the beginning of specific contract services. All contract employees must obtain and maintain clearance for serving in Court facilities and other potentially sensitive and secure areas. This clearance is only granted after a successful background check, done by the County of Fresno Sheriff's Department. (It is understood that while other agencies can also do Live Scan screening, all employees for this RFP must have their background checks done by the County of Fresno Sheriff's Department.)

The background checks are performed via a "Live Scan", where a full set of electronic fingerprints are taken and electronically transferred to the Department of Justice for confirmed identification and a full report back on criminal history. This process currently costs up to **\$65** per person, (a portion of which goes to the Department of Justice and FBI, and another portion to the Sheriff for rolling/fingerprinting and processing).

Contractor shall submit one check covering costs for all employees payable to: Superior Court of California, County of Fresno. The Contractor will be notified regarding the result of background checks. Those that are acceptable will be directed to report to have their photo taken and ID badge issued.

It takes approximately 20 minutes to gather the required information and electronic fingerprints, plus waiting time. The Live Scan process is done on a first-come, first-served basis between the hours of 7 a.m. and noon, Monday-Friday. The amount of time it takes to receive the result of background checks varies

from one day to a month (or longer), depending on how extensive the person's criminal history is.

Individuals who are cleared through this process are entered into the Department of Justice database. Their records are flagged and the County of Fresno Sheriff's Department is notified if the person is ever arrested in the future.

All applicants shall be approved prior to their entrance into the facility and may not be approved under any of the following circumstances:

1. If they have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. If they have ever been charged with a felony or are under investigation for a felony.
3. If they are charged with or convicted of any crime committed in or at a correctional institution.
4. If they are currently on parole or probation or are a sentenced inmate at any correctional facility.
5. If they have been refused a license as a private investigator or had such license revoked.
6. If, in their application, they have fraudulently represented themselves, their credentials, their employment or their criminal or arrest record.
7. If they have made omissions or false statements on their application for admission.
8. If they have no valid business for entering the facility.
9. If their admission represents a threat to institutional security and/or staff or inmate safety.

Further information regarding the criteria for background check clearance (including an appeal process for someone who may be denied clearance) is available upon request.

O. Identification (ID) Badges

The Contractor's employees will be issued a Contractor badge that must be visibly worn at all times during performance of work in Court buildings. The purpose of the ID badge is to immediately identify the wearer as an individual who is authorized to enter Court/County facilities for the performance of contractual duties.

1. ID badges will only be given to applicants successfully completing the background investigation. ID badges will be issued when the employee's photo is taken. If a Contractor's employee is scheduled to receive electronic access to any County facility, activation of the badge may take up to 48 hours to complete.
2. Contractors shall pay up to **\$15.00** per employee for identification badges by submitting one check covering the cost for all employees payable to Superior Court of California, County of Fresno. All fees are subject to change at any time.
3. Court issued ID badges are to be worn at all times during the performance of duties under an existing service contract. The wearer will not escort or bring any other individuals into Court facilities. Court issued ID badges are for the exclusive use of the individual named and pictured on the badge.
4. All ID badges will remain the property of the Court and are returnable upon demand or upon the expiration of the contract. The Contractor is responsible for collecting the ID badges and turning them in to the CCC or Court Facilities when a contract ends or when an employee leaves employment. The Contractor assumes all responsibility for their employee's use of and the return of the Court ID badges. At the expiration and or termination of the contract, final payment shall be withheld until all ID badges are accounted for.
5. The ID badges will only be issued to the individual cleared and that individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card.
6. The Contractor shall prepare a written policy on use of Court ID badges for Court approval and shall provide periodic training on the policy to employees.

P. Access to Court Facilities

Contractor access to Court facilities is limited to those individuals who have received security clearance and their I.D. badge, and are designated to perform the Contractor's work. Contractor's staff shall not bring in children or other persons not cleared. Failure to fully comply with the security requirements of this Agreement shall be considered grounds for termination of the Agreement.

The misuse of any Court issued ID, Access Control Card, keys or alarm codes by the Contractor or any of the employees of the Contractor shall be considered as failure to fully comply with the security requirements of this Agreement and shall be considered grounds for termination of the Agreement.

Access for Weekends and Holidays must have prior approval from Court Facilities. This includes all Court facilities for which the Contractor is providing janitorial services under the Agreement.

Q. Keys

All Court buildings are locked after hours when they are closed. Additionally, many Court buildings have areas that are secured and locked during normal business hours.

Keys and/or codes for each facility will be assigned to the Contractor. The Court keys must be kept under lock and key and located at an agreed-upon site; keys are to be checked out on a daily basis. No custodial staff will be permitted to carry the Courthouse keys outside of their on-site duties. All keys will be returned to the secure site at the end of each shift.

These keys are to be used for the purpose of permitting access by Contractor's staff to the facilities for the performance of contracted services only. Any other use is expressly prohibited.

All keys issued to a Contractor will remain the property of the Court and shall be returned upon demand or at the termination of the Agreement.

R. Lost Keys

Should any keys issued to the Contractor be lost or stolen, they must immediately notify the CCC, in writing, of the loss identifying the facility for which the keys were lost, who lost the key, where they were lost, date, and time loss was discovered, and what actions the Contractor has taken to prevent future losses.

The Contractor shall be responsible for all costs associated with lost or stolen keys. These costs may include changing locks or keys to the building, rooms, or other assigned areas accessible by the lost or stolen key, and will be deducted from the Contractor's monthly invoice to the Court for the Services performed under the Agreement.

UNAUTHORIZED DUPLICATION OF KEYS TO COURT FACILITIES IS A MISDEMEANOR UNDER CHAPTER 3, SECTION 469 OF THE CALIFORNIA PENAL CODE.

S. General Building Security

When the Contractor is working after normal business hours, they shall prevent all unauthorized persons from entering the buildings and shall keep the buildings locked while the Contractor and the Contractor's personnel are on the premises.

When the Contractor and/or the Contractor's personnel leave the building, the Contractor shall lock all doors and turn off lights. In addition, if the building

contains other security systems(s), the Contractor shall contact County Security to activate the system(s) in order to protect the security of the buildings.

T. Alarm Systems

The Court maintains security alarm systems in numerous facilities. In some instances these are multiple systems within a facility. These alarm systems will be managed and controlled by Court Security. The Contractor will be issued alarm codes when necessary.

The Contractor will receive an orientation regarding the policies and procedures for activating and deactivating alarms as well as the standard schedule. Generally, alarms are activated only when facilities are closed for normal business.

The Contractor shall be responsible for contacting Court Facilities prior to entering an actively alarmed building in order to have the alarms deactivated. Additionally, the Contractor shall contact Court Facilities to re-activate alarms when they are leaving the building at the end of the shift.

The Contractor shall be responsible for any and all false alarm response charges that were prompted by their actions or negligence.

The contractor shall be responsible for securing all doors and windows before leaving the facilities.

U. Sign-In and Periodic Service Logs

The Contractor shall provide and maintain a Sign-in Logbook (Logbook) in each facility. The Logbook shall include typed or legibly written names of all employees and a place for their signature. The Logbook shall note the time of arrival and departure of all Contractor's staff. All entries are to be legible. The Logbooks are to be kept neat/orderly and are not to be altered or removed from the facility.

The Contractor shall keep a copy of the Agreement, as a point of reference, with the Logbook in the janitorial closet.

V. Supervision

Contractor shall provide and maintain supervision of all janitorial staff in all facilities. The Contractor must notify the CCA of any supervisory changes.

Contractor's employees shall have immediate access to a Supervisor within the Contractor's company. The Supervisor shall be immediately available to respond within a 15 minute response time in emergency situations. Supervision shall be provided during all hours of services. Contractor's staff shall be

dispatched by the Contractor, or provided with other means of immediate notification in emergency situations.

The Court shall be provided with a telephone number that can be used on a 24-hour, 7 day a week basis (including weekends and holidays) to call for immediate responses for any janitorial emergencies.

Supervision shall consist of, but not be limited to, the following:

1. Supervisors shall plan, schedule and assign work to all janitors.
2. Supervisors shall make inspections to review work in progress, and inspect to ensure work is completed satisfactorily and in compliance with the standards articulated in [this](#) RFP and resulting contract.
3. Supervisors shall ensure security of facilities and comply with safety regulations.
4. Supervisors shall direct various cleaning methods such as dusting, trash pickup, vacuuming, buffing, stripping, scrubbing, waxing, sweeping, damp mopping, dust mopping, shampooing, etc.
5. Supervisors shall enter and maintain periodic tasks in the janitorial logbook and check supply levels.
6. Supervisors shall respond to questions, complaints and requests from facility occupants.
7. Supervisors shall carry cell phones/radios and respond within 15 minutes when called by the CCA or CCC.
8. Supervisors are responsible for the critical processes of watching and directing activities of their crew(s). The Contractor shall not have supervisors performing janitorial services.
9. Supervisors must work with and maintain a positive working relationship with the Court's staff, the tenants of the building, and the general public.
10. Supervisors must ensure that reports are submitted as required and as needed.
11. Supervisors must contact the CCC on a daily basis regarding problems and other directions.
12. Supervisors must be available to meet with the CCA or CCC within normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.

W. Training

The Contractor shall provide each employee with adequate training to completely perform all services specified within this RFP and the resulting contract. The Contractor must not assign any work to any employee for which they have not been trained.

The Contractor shall maintain a training record for each employee. The training record shall show, at a minimum, the employee's name, date of employment, date and type of training received, and name of instructor. The Contractor shall present such records for inspection twice a year upon request by the CCA.

At a minimum, the Contractor shall provide each employee with instructions in the following subject areas within the first four weeks of employment and again during each six-month period during the employee's tenure. Documentation of these training sessions shall be sent to the CCA.

1. Orientation to custodial operations
2. Tools & Equipment – proper use and care
3. Cleaning Chemicals – proper use and dilution
4. Restroom Cleaning and Disinfecting
5. Floor Care- Shampooing, Stripping and Waxing Procedures
6. Office and Related Area Cleaning
7. Common and Public use Area Cleaning
8. Common Cleaning Mistakes
9. Safety Procedures for all situations typically encountered in the cleaning process, including exposure to lead, mold, asbestos, etc.
10. Sexual Harassment
11. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules compliance
12. Quality Assurance and Inspection Techniques (Supervisors only).

The training time that each employee spends attending a training class shall not be applied to any minimum number of hours required for the performance of the service.

Additionally, the Contractor shall provide quarterly safety training meetings which are designed to refresh employee knowledge regarding workplace safety issues and practices. Documentation of these training sessions shall be sent to the CCA.

X. Uniforms

The Contractor shall insure that all employees are clean, neat and appropriately dressed in uniforms at all times during the performance of the services.

The Contractor shall provide each employee performing the services under this Agreement with a clean laundered uniform each day. The uniform shall consist of pants and a shirt or smock with an attached badge or logo identifying the Contractor's name. A name badge identifying the first name of the employee, in a font size large enough to be seen from a distance, shall be attached to the shirt. The Employees must wear shoes that cover the entire foot (shoes or slippers with open toe or exposed heel are not acceptable).

The Contractor shall supply, launder and maintain employee uniforms at no cost to the employee. The uniforms must meet the approval of the CCA.

Y. Extra Services

The Court, without invalidating the contract, may order **extra services** or make changes by altering, adding to, or deducting from the work only by written orders, initiated by the CCA, and properly approved and authorized and setting forth the amount of money to be added or deducted. The requirements and conditions specified herein are subject to change and are dependent on each individual user department's needs at the time. The Court may increase and decrease service requirements with written notice to the Contractor authorized by the department and enacted by the CCA.

Example of extra service:

- Cleaning requested by the Court that is above and beyond that which is specified in this RFP.

Any Extra Services shall be billed at the rates specified in your bid, those rates included in the Cost Proposal.

Z. Laws and Regulations

Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, state, and county laws and regulations.

Note: The provisions of the Displaced Janitor Opportunity Act (Labor Code Section 1060 et seq.), effective January 1, 2002, including specifically Labor Code Section 1061(b)(1), must be complied with by the successful bidder during the term of any agreement resulting from this RFP.

AA. Office Space

Office space for the Contractor is not provided or included in the scope of this RFP, but is available for rent or lease.

PART I: Proposed Routine Tasks and Frequencies

The following routine tasks shall be performed at the minimum frequencies specified below.

RESTROOM CARE – Public

DAILY: Remove trash from all receptacles and replace liners when soiled or wet. Trash will be sorted into the correct collection point to include: trash, recycling, and organics. Clean, disinfect and restock all dispensers, including liquid soap dispensers.

TWICE A WEEK: Clean and disinfect commode inside and outside including seats, urinals and basins, counter tops, splash boards, door handles and latches, push plates light switch covers, flush valves, faucets and adjacent surfaces. Clean all mirrors, stainless, plated or enamel surfaces.

WEEKLY: Dust mop and wet mop floors with detergent disinfectant.

MONTHLY: Thoroughly machine scrub floors; clean and disinfect walls, doors, etc., including trim and hardware; treat floor drains to prevent sewer gas and odor.

RESTROOM CARE – Staff & Jury Deliberation Rooms

DAILY: Remove trash from all receptacles and replace liners when soiled or wet. Trash will be sorted into the correct collection point to include: trash, recycling, and organics. Clean, disinfect and restock all dispensers, including liquid soap dispensers.

TWICE A WEEK: Clean and disinfect commode inside and outside including seats, urinals and basins, counter tops, splash boards, door handles and latches, push plates light switch covers, flush valves, faucets and adjacent surfaces. Clean all mirrors, stainless, plated or enamel surfaces.

WEEKLY: Dust mop and wet mop floors with detergent disinfectant.

MONTHLY: Thoroughly machine scrub floors; clean and disinfect walls, doors, etc., including trim and hardware; treat floor drains to prevent sewer gas and odor.

RESTROOM CARE – Private

TWICE A WEEK: Remove trash from all receptacles and replace liners when soiled or wet. Clean, disinfect and restock all dispensers, including liquid soap dispensers. Clean and disinfect commode inside and outside including seats, urinals, and basins, counter tops, splash boards, door handles and latches, push plates light switch covers, flush valves, faucets and adjacent surfaces. Clean all mirrors, stainless, plated or enamel surfaces.

WEEKLY: Dust mop and wet mop floors with detergent disinfectant.

MONTHLY: Thoroughly machine scrub floors; clean and disinfect walls, doors, etc., including trim and hardware; treat floor drains to prevent sewer gas and odor.

CARPET CARE- Public Areas

TWICE A WEEK: Thoroughly vacuum and remove spots and stains. Spot or stain removal shall be accomplished after regular business hours.

CARPET CARE- Staff, Private & Jury Deliberation Rooms

TWICE A WEEK: Thoroughly vacuum and remove spots and stains. Spot or stain removal shall be accomplished after regular business hours.

AS NEEDED: Vacuum with crevice tool and other attachments to clean edges, corners and difficult-to reach areas. Interim bonnet method, extraction or steam cleaning for heavy traffic areas, such as hallways, corridors, doorways, lobbies, waiting areas, elevators, stairs, landings and any area where food or beverage is present or is consumed. Interim cleaning shall be accomplished at such frequency so as to avoid spots, stains and soil accumulation.

TRASH REMOVAL- Public Areas and Break rooms

DAILY: Empty wastebaskets and other trash receptacles. Trash will be sorted into the correct collection point to include: trash, recycling, and organics. Replace liners when soiled or damaged.

TRASH REMOVAL- Staff, Private & Jury Deliberation Rooms

TWICE PER WEEK: Empty wastebaskets and other trash receptacles. Replace liners when soiled or damaged. Trash will be sorted into the correct collection point to include: trash, recycling, and organics.

ELEVATORS

DAILY: Thoroughly vacuum carpet and remove spots. Clean and polish all components, remove dust, cobwebs, fingerprints, smudges and streaks to leave a clean, bright condition.

AS NEEDED: Vacuum edges, corners, door tracks, etc. Clean carpet as a heavy foot traffic area and de-static as required by request. Use fire retardants if required.

STAIRWELLS (RESILIENT)

MONTHLY: Sweep or dust mop and spot mop steps and landings. Spot clean handrails, bracing, walls, ceilings and hardware.

KITCHENETTES/BREAKROOMS

DAILY: Stock dispensers including liquid soap dispensers.

WEEKLY: Clean and disinfect sinks, counters, splashboards, tabletops, faucets, handles and dispensers. Mop and wet mop floors. Clean mats, if any, spot clean chairs and cabinets.

GLASS CLEANING

WEEKLY: Thoroughly clean interior and exterior door glass, including hardware and frames. Glass partitions and directory glass, including hardware and frames, and designated offices with public counter security glass.

CERAMIC TILE FLOORS

WEEKLY: Sweep and wet mop floors.

TWICE A WEEK: Sweep or dust mop and spot mop. Remove gum and scuff marks.

SEMI-ANNUALLY: Thoroughly machine scrub.

RESILIENT FLOOR CARE (COMPOSITION, VINYL, LINOLEUM, ETC.)

WEEKLY: Sweep and wet mop floors.

TWICE A WEEK: Sweep or dust mop and spot mop. Remove gum and scuff marks.

MONTHLY: Thoroughly wet mop. Repair finish, spray buff to prevent pattern wear. Burnish or high speed buff to maintain a glossy appearance as needed; not less than weekly, except for restricted areas noted by Court personnel.

SEMIANNUALLY: Machine scrub floor finish except where prohibited.

DUST REMOVAL

AS NEEDED: Remove dust and cobwebs from baseboards, blinds, sills, ledges, casework, counters, workstations, chair platforms, tables, furniture, fixtures, frames, cubical tops and sides, visible surfaces of bookcases, work surfaces when paperwork or personal items are not present (personal items and books on shelves not to be moved). All dusting shall be accomplished at such frequency so as to prohibit accumulation.

FINGERPRINTS, SMUDGES, SCUFFMARKS, STREAKS, ETC.

DAILY: Spot removal, all surfaces for fingerprints, smudges, scuffmarks, streaks, etc.

WEEKLY: Thoroughly remove all fingerprints, smudges, scuffmarks, streaks, etc., from all surfaces. Spot removal or thorough removal shall be accomplished at such frequency so as to prohibit accumulation.

SPECIAL AREAS

DAILY: Special areas, such as computer rooms and private restrooms are included as part of these specifications insofar as the Court, is required to maintain such areas.

Provision of janitor closets, storerooms and work areas for Contractor personnel will be at the discretion of the Court and must be kept neat, clean and orderly.

SEMI-ANNUALLY: Clean woodwork and walls. Remove all cobwebs from ceilings and walls.

MAIN COURTHOUSE SMOKING AREA:

TWICE A WEEK: Sweep or dust mop landing. Spot clean benches, walls, and hardware and empty smoker station ash cans.

ANNUAL CLEANING

Proposers will specifically and separately cost out the following jobs at an annual rate:

- Thoroughly extract, steam clean, or otherwise clean all carpet.
- Thoroughly scrub steps and landings. Detail all stairwell components including all level dusting and cobweb removal.
- Strip and apply floor finish, except for restricted areas noted by Court personnel.
- Wipe clean all diffusers and light fixtures.

NOTE:

The proposal response must include cleaning with the frequency listed above (**TWICE A WEEK**, where noted).

Proposals must provide and shall include the same work, but changing the **TWICE** a week tasks (as highlighted above) to **THREE** times a week. That cost proposal must follow all the details of the required Cost Proposal, per section 8.2 of the RFP main document (the Pricing Sheet includes highlighted spaces for the additional proposal, if included).

HOURS OF SERVICE

ROUTINE TASKS ARE TO BE PERFORMED DURING NON-BUSINESS HOURS – BETWEEN 5 P.M. AND 2 A.M.

Bidder must provide janitorial service during the day.

A. DAY PORTERS

Three (3) day porters are required and will be onsite to service all Court facilities. They will be stationed as follows:

(1)	Main Courthouse	Monday through Friday	7:30 a.m. to 4:30 p.m.
(2)	B.F. Sisk Courthouse	Monday through Friday	7:30 a.m. to 4:30 p.m.
(3)	JJC Courthouse	Monday & Thursday	7:30 a.m. to 4:30 p.m.
	Roving	Tuesday, Wed, & Friday	7:30 a.m. to 4:30 p.m.

The Roving Day Porter may be assigned to any facility when not assigned to JJC, to supplement the work at other locations.

Day Porters are essential to the success of the agreement; they play an important role in ensuring that emergencies are dealt with in a timely manner. They service secure areas not accessible to the night janitorial crew such as holding cells, Sheriffs' space, Fiscal Offices, etc. In addition they can be used to supplement the duties of the night crew. Day Porters may be redirected on any day or time to any Court facilities. Day Porters are provided, at Court expense, two-way communication devices for dispatching purposes.

B. MAINTENANCE SERVICE ASSISTANT

One Maintenance Service Assistant (MSA) is required and will be assigned to the main courthouse Facilities division during the day.

The MSA is required to perform janitorial maintenance services as listed below and will be onsite to service all Court facilities. This position will be supervised by the CCA (and CCT, as defined on the first page of this Attachment 8

). Although this position will be the awarded Contractor's employee all timesheets will be reviewed and validated by Court, prior to submission to Contractor. Any overtime shall be pre-approved by Court. Any injury shall be immediately reported to Court/CCA, then Contractor. Sick calls shall be made directly to Court, then Contractor. Court shall contact Contractor directly if a replacement will be necessary. Job evaluations shall be the responsibility of Contractor, with input from Court CCA. Parking will not be provided for this position.

The fees for this additional position shall be included, but separately listed, in the Contractor's monthly invoice.

Description of Desired Services

1. Installs/hangs various equipment throughout all court facilities;
2. Performs the moving of office furniture and equipment as requested;
3. Picks up various items in need of repair and delivers those that have been repaired throughout the court system;
4. Works with tools, ergonomic equipment, keys/access codes and other miscellaneous supplies;
5. Moves paper, office supplies and other goods and materials;
6. Receives delivery of items;
7. Facilities set up for enrobing and memorial ceremonies;
8. Facilities set up of conference rooms as requested;
9. Delivers and issues parking placards, keys, and other items;
10. Contacts County Facility Services regarding any facilities issues;
11. Performs janitorial duties as requested; and
12. Performs other duties as assigned.

Must Demonstrate Basic Knowledge of:

- General principles and practices used in maintenance, installation and repair.
- Standard safety and safe work practices necessary in the area of work assigned.
- Proper lifting techniques and body mechanics.
- Policies and procedures applicable to court operations.

Have ability to:

- Lift, carry and push up to 50 pounds;
- Climb ladders and do overhead work;
- Push and pull loaded carts;
- Load and unload vehicles;
- Estimate necessary supplies and materials needed for specific project(s);
- Understand and carry out written and verbal instruction;
- Communicate effectively both verbally and in writing with a diverse client population;
- Interact with and communicate appropriately with all levels of court staff; and
- Be flexible and multi-task.

Basic Skills include:

- Operation of a variety of building trade tools and equipment.
- Basic mechanical repairs
- Maturity, integrity, and good judgment.

PART II: PERFORMANCE STANDARDS

A. GENERAL GUIDELINES

1. Contractor shall perform the Routine Tasks in accordance with the frequencies defined in the Routine Tasks and Frequencies section of the Statement of Work (Part I).
2. Contractor shall perform the Project Tasks as indicated in Part I and when ordered by the Facilities Supervisor or his designee by written Project Work Order, preferably by e-mail.
3. Contractor shall perform the Project and Routine Tasks using equipment and chemicals meeting the requirements contained in the Tools & Equipment and Chemicals sections of the specifications and in conformance with the standards contained in this section of the Statement of Work. Contractor shall follow the instructions provided by the manufacturers of such items in every case.
4. Unless exempted by Facilities Supervisor, Contractor shall remove all non-fixed furnishings such as tables, seats, chairs, desks, carts, trash and ash receptacles, storage containers, etc., prior to performing a Project and return such items after the completion of the Project.
5. Contractor shall move or tilt all items such as chairs, seats, trash and ash receptacles, tables, storage containers, carts, etc., as required to perform the Services next to, under, or above such items.
6. Contractor shall return to their appropriate locations all items moved by Contractor during the performance of the Services, in public and common-use areas. Contractor shall return all furniture to their appropriate configuration.
7. Contractor shall provide and use adequate barricades and signs to provide sufficient warning prior to, during, and after the performance of the Services.
8. Completion Slips— shall be completed and forwarded to Court Facilities for all non-daily and non-weekly tasks as described in Part I.

B. PERFORMANCE STANDARDS BY TASK

1. CARPET CARE, SURFACE BRIGHTENING

a. BONNET CLEANING

Contractor shall remove carpet stains, completely vacuum, shampoo using bonnet equipment and supplies and completely re-vacuum all carpet in the specified areas. Contractor shall shampoo areas, such as corners, which are inaccessible to the equipment with manual scrubbing devices. After shampooing

and allowing sufficient drying time, Contractor shall vacuum the carpet following a pattern, which will give the carpet pile a uniform appearance. Contractor shall vacuum the carpet sufficiently prior to shampooing to remove dry, loose soil from the carpet pile. Contractor shall use a pile brush to raise the carpet pile before and after shampooing, if necessary, to remove embedded soil and grit and raise the carpet pile to allow sufficient penetration or to provide for adequate drying of the carpet.

b. HOST METHOD

Contractor shall remove carpet stains and completely vacuum carpet prior to using Host method. Host granules shall then be evenly distributed over the carpet surface, and agitated, using the Host carpet-cleaning machine. Carpet fibers shall be agitated both in the direction of the pile and at an angle of 90 degrees from the direction of the pile. Following agitation, all carpet in the specified area shall be re-vacuumed to remove as much of the Host granules as possible, following a pattern, which will give the carpet pile a uniform appearance. Contractor shall vacuum the carpet sufficiently prior to Host application to remove dry, loose soil from the carpet pile. Contractor shall use a pile brush to raise the pile of carpet before and after Host application in order to remove embedded soil and grit from the carpet pile or raise the carpet pile to allow sufficient penetration of the Host granules.

c. ROTO-WASH METHOD

Contractor shall remove carpet stains, completely vacuum, shampoo using Roto-Wash equipment and supplies and completely re-vacuum all carpet in the specified area, including corners and carpet edges. After shampooing and allowing sufficient drying time, Contractor shall vacuum the carpet following a pattern, which will give the carpet pile a uniform appearance. Contractor shall vacuum the carpet sufficiently prior to shampooing to remove dry, loose soil from the carpet. Contractor shall use a pile brush to raise the pile of the carpet before and after shampooing, if necessary, in order to remove embedded soil and grit from the carpet pile or raise the carpet pile to allow sufficient penetration or to provide for adequate drying of the carpet.

2. CARPET CLEANING, EXTRACTION METHOD

Contractor shall remove carpet stains, completely vacuum, shampoo using water extraction equipment and supplies, and completely re-vacuum all carpet in the specified area. Contractor shall shampoo areas such as corners, which are inaccessible to the equipment with manual scrubbing devices. After shampooing and allowing sufficient drying time, Contractor shall vacuum the carpet following a pattern, which will give the carpet pile a uniform appearance. Contractor shall vacuum the carpet sufficiently prior to shampooing to remove dry, loose soil from the carpet pile. Contractor shall use pile brush to raise the pile of carpet before and after shampooing if necessary in order to remove embedded soil and grit from the carpet pile or raise the carpet pile to allow sufficient penetration of to provide for adequate drying of the carpet.

3. COLLECT LITTER

Contractor shall remove unsightly soil and litter. If the litter cannot be removed by hand, Contractor shall use a carpet vacuum on carpeted floors or broom or dust mop and damp mop on non-carpeted floors.

4. DISINFECT DRINKING FOUNTAINS

Contractor shall use spray bottles of germicidal disinfectant solutions, clean cloths, scrub pads and crème cleanser to remove all obvious soil, streaks, smudges, etc., from the drinking fountains and cabinets; then, disinfect all porcelain and polished metal surfaces including the orifices and drains. After cleaning and disinfecting, the entire drinking fountain shall be free of streaks, stains, spots, smudges, scale and other removable soil.

5. CLEAN AND DISINFECT FIXTURES

Contractor shall use spray bottles or pump-up sprayers, to apply germicidal disinfectant solution to all surfaces of washbasins, toilets, urinals, showers and adjacent surfaces. Contractor shall use clean cloths (except inside toilet bowls and urinals where Contractor shall use bowl mops) to remove soil from all surfaces of these fixtures and adjacent surfaces. Contractor shall use cream cleanser and scrub pads to remove soil not removed by the cloths and germicidal disinfectant solution. Contractor shall use dry cloths to dry metal surfaces of faucets, handles, valves, etc. The cloths used in cleaning and disinfecting toilets, urinals and other surfaces contaminated with urine or feces shall be a color readily distinguishable from cloths used on other surfaces and fixtures.

6. REFILL FLOOR DRAINS

Contractor shall use a floor drain brush to clean floor drains. Contractor shall use abrasive cleanser and scrub pads to remove corrosion and tarnish. Contractor shall pour a solution of germicidal disinfectant down the floor drain to fill the drain trap and prevent the escape of sewer gas. This will be accomplished each time the floor is mopped.

7. CLEAN ELEVATOR TRACKS

Contractor shall use a vacuum with crevice tool attached to vacuum dry soil from the elevator tracks within the elevator cab and on the individual floors. Contractor shall use disposable cloths and detergent to spot clean stains from the tracks. After cleaning the door tracks shall be free of dust, debris, spots and stains that can be removed by such measures. The elevator shall be "keyed off" while work is in process and the automatic closing mechanisms shall not be defeated by jamming, propping or otherwise mechanically disabling the doors.

8. CLEAN ENTRANCE MATS

Contractor shall use an upright carpet vacuum, or a wet/dry tank vacuum, or a pile lifter, and a carpet stain removal kit to remove soil, moisture, stains, etc., from entrance matting.

9. DAMP MOP HARD SURFACE FLOORS

Contractor shall use detergent solution and mops to remove soil from non-carpet floors and baseboards, which cannot be removed by sweeping, dust mopping or vacuuming. Contractor shall dust mop floors, which are coated with floor finish prior to damp mopping. Contractor shall sweep other floor surfaces prior to damp mopping. Contractor shall damp mop all areas of the floor. After the floor has been damp mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In restrooms and locker rooms, Contractor shall use germicidal disinfectant solution instead of detergent solution.

10. DESCALE TOILETS AND URINALS

Contractor shall use acid-type bowl cleaner and nylon bowl mops to remove scale, scum, mineral deposits, rust stains, etc., from the insides of the toilet bowls and urinals.

11. DISINFECT ALL SURFACES

Contractor shall use damp cloths, squeegees and germicidal disinfectant solution from a spray bottles or pump-up sprayers to damp wipe and disinfect all surfaces or furniture, fixtures, walls, partitions, doors, etc.

12. DUST BUILDING SURFACES

Contractor shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc., from the surfaces of ledges, heater convectors, window sills, fire extinguishers, counter tops, walls, door frames and sills, ceiling mounted fans, fixtures, partitions, rails, blinds and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators, etc., below 9 feet from the floor surface. Contractor shall dust up to a height of 20 feet from the floor surfaces at the interior and exterior of exterior entry areas and canopies. Contractor shall accomplish dusting by the removal of soil from the area—not by moving it from one surface to another.

13. DUST FURNITURE SURFACES

Contractor shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc., from the surfaces of chairs, telephones, lamps, tables, cabinets, shelves and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Papers, typewriters, calculators, computers, staplers and other similar desk items are not to be disturbed. Contractor shall accomplish dusting by the removal of soil from the area—not by moving it from one surface to another.

14. DUST MOP OR SWEEP

Contractor shall use a treated dust mop to remove soil and litter from non-carpeted floors. On resilient tile, terrazzo, and other smooth finished floor surfaces, Contractor shall use treated dust mops. On rough, unsealed concrete or other floors where dust mopping is not effective, Contractor shall use brooms. Prior to

dust mopping the floor surface, Contractor shall use putty knives to remove gum, tar and other substances from the floor. Contractor shall use a dustpan to remove accumulated soil and litter. After the floor has been dust mopped or swept, the floor surface, including corners and abutments, shall be free of dust, litter and debris that can be removed by dust mopping or vacuuming or with a putty knife. Contractor shall vacuum elevator floor and door tracks and other areas such as corners and hard-to-reach areas. Contractor shall use a vacuum cleaner to remove moisture and dry soil from carpeted type entrance mats. Contractor shall use carpet stain remover and gum remover to remove carpet stains and gummy soil. Contractor shall clean exterior entrance mats by hosing with water and/or vacuuming.

15. EMPTY TRASH RECEPTACLES

A. Contractor shall empty and return to their appropriate location all wastebaskets, cigarette ash receptacles and other trash containers according to the Routine Work Task and Frequencies for each area and building. Contractor shall remove all litter, cans, papers, containers and other items marked "TRASH".

B. Contractor shall remove all collected trash to area(s) on the site or within the building as designated by the CCA in such a manner as to prevent the adjacent area from becoming littered by such trash.

C. Contractor shall replace all obviously soiled or torn trash receptacle liners. Contractor shall replace the liner in such a manner as to present a neat, uniform appearance.

D. Contractor shall use disposable cloths and detergent solution or cream cleanser and scrub pads to remove stains and soil from the interior and exterior of trash receptacles.

16. HIGH DUSTING

The Contractor shall remove all dust, spider webs, litter, etc., from all fixtures and surfaces from the top of the floor up to and including the ceiling that are visible from the floor surface below or adjacent floor levels, balconies, stairs, etc. This includes exposed surfaces of lights, grilles, light fixtures, pipes, sprinkler system cables, ledges, walls, ceilings, vents, etc. Contractor shall accomplish high dusting by using treated dust cloths, treated dusting tools and tank vacuums with crevice tools, brush attachments and wall attachments.

17. MACHINE SCRUB FLOORS

Contractor shall use electrically powered floor machines with a scrubbing brush or grout cleaning machines and detergent or degreaser solution to remove soil and stains from floor surfaces such as concrete, brick or pavers, grouted tile and other such uneven or rough floors and from baseboards, furniture and partition bases and legs. Contractor shall use a wet/dry tank vacuum to pick up the scrubbing solution and wet mops, bucket and wringers in areas inaccessible to a tank

vacuum. Contractor shall rinse the floor with clean water after picking up the scrubbing solution with the tank vacuum. Contractor shall remove all splash marks on baseboards, furniture and other such surfaces.

18. DAYTIME POLICING

Contractor shall collect litter and sweep and/or vacuum obvious soil from floors, spot clean unsightly soil from building and furniture surfaces. Spot mop hard surface floors to remove liquids and/or unsightly soil. Empty trash and ash receptacles that may be filled prior to the next scheduled routine cleaning. Refill paper towel, toilet tissue, hand soap and other dispensers, which may become depleted prior to the next scheduled routine cleaning. Remove carpet stains. Empty, vacuum, exchange wet or ineffective entrance mats. Remove any spillage, food, liquid or other offensive material in a timely manner to protect the health and safety of the occupants of the Court facilities.

19. REFILL DISPENSERS

Contractor shall check and refill each toilet paper dispenser, hand soap dispenser, paper towel dispenser, toilet seat cover dispenser, feminine hygiene product dispenser, etc. Contractor shall place supply dispensers in accordance with the directions of the supplier and dispenser manufacturer. Contractor shall wipe surfaces adjacent to hand soap dispensers to remove spillage and leakage.

20. REMOVE CARPET STAINS

Contractor shall use carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover and wet/dry tank vacuums to remove nonpermanent stain from carpeted floors. Contractor shall blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Contractor shall spray carpet stain remover onto the stain and use a utility brush if required. After the stain has dissolved, Contractor shall blot and rub the stain up in such a manner as to prevent spreading of the stain. After the stain has been removed, Contractor shall blot or vacuum the carpet only.

21. RECONDITION FINISHED FLOORS

Contractor shall remove soil, scratches and scuff marks and the top layer of floor finish from resilient tile and terrazzo floors and all finish and soil from baseboards and furniture and partition legs and bases. Contractor shall apply a minimum of two additional coats of floor finish. Contractor shall use a single disc floor machine, scrubbing pad, putty knife, abrasive pad, mop, mop bucket and wringer, detergent solution and rust remover to remove all removable marks, heel marks, rust stains, gum and other types of stains and soil. Contractor shall use manual scrubbing devices in areas inaccessible to the floor machine. Contractor shall use wet/dry tank vacuums except in areas where its use is not practical or effective. Contractor shall rinse thoroughly with clean water all floor surfaces to which detergent solution has been applied. When wet/dry tank vacuums are used, Contractor shall rinse the floor surface at least once after the detergent solution has been picked up with the wet/dry tank vacuum. When a wet/dry vacuum is not used, Contractor shall rinse the floor surface at least twice. After the top layer

of floor finish has been removed, Contractor shall use a fine strand rayon mop to apply at least two coats of floor finish. Contractor shall apply no finish within 1" of baseboards and furniture sitting directly on the floor surface. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc., shall be visible.

22. SPOT CLEAN BUILDING SURFACES

Contractor shall use clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner or cream cleaner to remove smudges, fingerprints, marks, streaks, tape, etc., from the surfaces of ledges, windows, partition glass, windows sills and blinds, fire extinguishers, counter tops, walls, doors, door frames and sills, pictures, partitions, rails and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators, etc., up to 9 feet from the floor surface. Contractor shall perform spot cleaning up to a height of 10 feet from the floor surfaces at the interior and exterior of exterior entry areas. Contractor shall use a clean cloth and stainless steel polish to remove smudges, fingerprints, marks, streaks, tape, etc., that glass cleaner cannot remove. Contractor shall remove excess stainless steel polish.

23. SPOT CLEAN FURNITURE SURFACES

Contractor shall use clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner or crème cleanser to remove smudges, fingerprints, marks, streaks, tape, etc., from the surfaces of chairs, telephones, cleared surfaces of desks, lamps, tables, cabinets, shelves and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Keyboards, calculators, papers, computers, staplers and other similar desk items are not to be disturbed.

24. SPOT MOP HARD SURFACE FLOORS

Contractor shall use detergent solution and mops to remove spots, spills and obvious soil from non-carpeted floors that cannot be removed by vacuuming or dust mopping. After the floor has been spot mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil, which can be removed by damp mopping. In restrooms, Contractor shall use germicidal disinfectant solution instead of detergent solution.

25. SPRAY BUFF

Contractor shall dust mop and damp mop the floor surface in preparation for spray buffing. Contractor shall use single-disc floor machines, buffing pads and spray bottles with spray buffing solution to restore a uniform glass and protective finish to resilient tile or terrazzo floors, which are finished with a floor finish. The spray buff solution shall be a premixed solution formulated as a companion product to the finish already on the floor. Contractor shall dust mop the floor surface after spray buffing. After spray buffing, the entire floor shall have a uniform, glossy appearance, free of scuff marks, heel marks and other stains and shall have a uniform coating of floor finish. Contractor shall remove all spray buff solution from baseboards, furniture, trash receptacles, etc.

26. STRIP AND REFINISH FLOORS

Contractor shall completely remove all nonpermanent floor finish from resilient tile or terrazzo floors and from baseboards and furniture and partition legs and bases. Apply a minimum of two coats of floor seal and three coats of floor finish. Contractor shall use single disc floor machines, stripping pads, putty knives, abrasive pads, mops, mop buckets and wringers, floor finish remover and rust remover to remove all removable marks, heel marks, scuff marks, rust stains, gum and other types of stains and soil. Contractor shall use manual scrubbing devices in areas inaccessible to the floor machine. Contractor shall use a wet/dry vacuum to pick up stripping solution except in areas where its use is not practical. Contractor shall rinse thoroughly with clean water all floor surfaces to which floor finish remover has been applied. When a wet/dry tank vacuum is used, Contractor shall rinse the area at least once after the floor finish remover has been picked up with the wet/dry tank vacuum. When a wet/dry vacuum is not used, Contractor shall rinse the floor at least twice. After the floor finish has been removed, Contractor shall use a fine strand rayon mop to apply at least two coats of floor seal and three coats of floor finish. Contractor shall apply no finish within 1" of baseboards and fixed furniture sitting directly on the floor surface. Contractor shall remove all floor seal, floor finish, stripper and stripping slurry from baseboards, furniture and other such areas. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc., shall be visible.

27. VACUUM COMPLETELY

Contractor shall use a carpet vacuum to remove visible and hidden soil and debris from the carpet surface and from within the carpet pile. Contractor shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. After completely vacuuming, the carpet shall be free of all visible soil and litter and all soil, which can be removed from the pile carpet.

28. VACUUM TRAFFIC LINES

Contractor shall use a carpet vacuum to vacuum traffic patterns and lanes of carpeted floors to remove soil and debris from the carpet surface and pile to raise the carpet pile. Contractor shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum.

29. VACUUM VISIBLE SOIL

Contractor shall use a carpet vacuum to remove visible soil debris from the carpet surface. Contractor shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. After vacuuming, the carpet shall be free of all visible soil and litter. Vacuum elevator floors and door tracks. Use a vacuum cleaner to remove moisture and dry soil from carpeted-type entrance mats. Contractor shall use carpet stain remover and gum remover to remove carpet stains and gummy soil from entrance mats.

30. WET MOP HARD SURFACE FLOORS

Contractor shall use detergent solution, wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders and abrasive pads and putty knives to remove soil from non-carpeted floors which cannot be removed by vacuuming or dust mopping. Germicidal solution shall be used in place of detergent solution in restrooms. Contractor shall apply detergent solution to the entire floor area and allow it to remain on for three to five minutes. Contractor shall use scrub brushes to remove spots and stains not removed by mopping. In areas with floor drains, Contractor shall use a wet mop and mop bucket and wringer or wet/dry tank vacuum to pick up the solution and then rinse with clean water twice. Contractor shall wet clean all areas. Contractor shall dust mop floors, which are coated with floor finish prior to damp mopping. Contractor shall vacuum other floor surfaces prior to damp mopping. Contractor shall take care as required to prevent splash and mop marks from being left on baseboards, furniture legs, doors, etc. After the floor has been wet cleaned, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil that can be removed by damp mopping. In areas where floor finish has not been applied to the floor surface and greasy soil must be removed, Contractor shall use a solution of degreaser.

C. CHEMICALS

1. GENERAL REQUIREMENTS

- 1.1 Contractor shall furnish all chemicals necessary to perform the services in accordance with the contract. At a minimum, Contractor shall furnish the chemicals defined in the "LIST OF CHEMICALS", as detailed in paragraph 12, below.
- 1.2 Contractor shall ascertain the appropriateness of all chemicals for their intended use on a surface or material before any actual use of any chemical on any surface or material regardless of whether or not the chemical is included on the LIST OF CHEMICALS and regardless of whether or not Facilities Supervisor has given permission to use said chemical.

2. CHEMICAL BRANDS

- 2.1 Contractor shall present the LIST OF CHEMICALS that Contractor proposes to use in the execution of the services for the Court, to the Facilities Supervisor for approval at the same time Contractor returns the signed contract and the required evidence of insurance.
- 2.2 The Facilities Supervisor shall respond to Contractor concerning approval or denial of the proposed LIST OF CHEMICALS within (10) calendar days of receipt from the Contractor.

2.3 Contractor shall use only those brands and types of chemicals specified on the approved LIST OF CHEMICALS unless it has obtained written permission to change in accordance with the following procedure:

a. The contract supervisor shall submit a written request to the Facilities Supervisor defining the product use, brand name, manufacturer's complete name, address and telephone number.

b. The contract supervisor shall attach to the written request a product brochure, Material Safety Data Sheet (MSDS) and chemical specifications. The contract supervisor shall provide an original, labeled container of the chemical to the Facilities Supervisor.

c. The Facilities Supervisor shall have the right to request the contract supervisor to perform an on-site evaluation of the chemical at the court facility. Such testing shall be accomplished during the regular performance of the service or at no additional charge to the Court. The Facilities Supervisor shall provide the parameters and methods of such evaluation and testing.

d. If the proposed chemical performs as well or better than the chemical on the LIST OF CHEMICALS as determined by the on-site evaluation and as determined by the Facilities Supervisor and causes no interference with the operational activities of the Court or damage to the Court facility and is in the best interest of the Court, the Facilities Supervisor shall provide the contract supervisor with written permission to use the proposed chemical in the performance of the services. Such permission does not relieve Contractor of any liability or responsibility.

e. Contractor shall pay for all costs associated with testing and evaluating the proposed chemical and with changing from the approved chemical to the proposed chemical if Contractor proposed the chemical.

3. MATERIAL SAFETY DATA SHEET

The contract supervisor shall provide the Facilities Supervisor with a copy of the Material Safety Data Sheet (MSDS) for each type and brand of chemical used in the performance of the services and shall maintain a separate file with duplicate copies of the form for each chemical used in the performance of the services at each worksite.

4. CONTAINERS

Contractor shall purchase and issue all chemicals in their original containers.

5. LABELING

5.1 Material that requires precautionary warnings shall have affixed to all containers such labels or markings as are prescribed and approved by law, regulatory agency or this contract. The marking or labeling of materials containing hazardous or toxic material, substances or wastes shall be in accordance with all federal, state and local laws, ordinances, rules and regulations.

5.2 All chemical containers shall bear their original manufacturer's label that includes the name and address of the manufacturer, instructions for use and any pertinent warnings and safety instructions. All chemical containers must have the manufacturer's quality control batch number included on cases or containers. Contractor shall develop and implement procedures to insure its employees use chemicals in accordance with the instructions of the chemical manufacturers.

6. PROHIBITED CHEMICALS

No ammonia, laundry bleach, powdered cleanser or any other type of chemical not included on the "List of Chemicals" shall be used in the performance of the contract services without the written permission of the Facilities Supervisor.

7. MANUFACTURER'S INSTRUCTIONS

Contractor shall follow the instructions of the chemical manufacturers in every instance.

8. SLIP RESISTANCE

Contractor shall verify that all floor finishes, seals, spray-buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Contractor shall immediately remedy any observed instances of slippery or slick floors.

9. GERMICIDAL PROPERTIES

Contractor shall not use a germicidal disinfectant that does not bear the Environmental Protection Agency Registration Number.

10. CARPET STAIN REMOVAL KIT

Each senior custodian shall have a carpet stain removal kit and a container of solvent-type carpet spotter.

11. CONTAINER SIZES AND TYPES

Contractor shall provide the following chemicals in the type and size containers listed below:

Acid-type bowl cleaner, 1 qt. squeeze bottle with flip-cap

Carpet shampoo, 6 gallons or smaller concentrate
Carpet stain remover, aerosol or 1 gallon
Cream Cleanser, 1 qt. squeeze bottle with flip-cap
Concrete seal, 6 gallons or smaller
Degreaser, 1 gallon concentrate
Detergent, 1 gallon concentrate
Floor finish, 6 gallons or smaller
Floor finish remover, 6 gallons or smaller concentrate
Floor seal, 6 gallons or smaller
Germicidal disinfectant, 1 gallon concentrate
Glass cleaner, 1 gallon, ready to use
Gum remover, aerosol
Spray buff solution, 1 gallon or smaller, ready to use

12. LIST OF CHEMICALS. The following list of chemicals is not required, but is only an example of the types of chemicals that are approved.

12.1 ACID-TYPE BOWL CLEANER (less than 9.5% HCL and not more than 24% total acid contents)
Hillyard Inc.—“Liquid Swabby”
Huntington Laboratories—“Sana-San”
Puritan Churchill—“Here & Now”
S.C. Johnson & Sons—“Crew”

12.2 CARPET SHAMPOO—EXTRACTION METHOD
Hillyard, Inc.—“Clean Action”
Huntington Laboratories—“Soil Away”
Puritan Churchill—“Celebrity”
S.C. Johnson & Sons—“Rugbee-Extractor”

12.3 CARPET SHAMPOO—BONNET METHOD
Hillyard, Inc.—“Deep Action”
Butcher’s Wax Company—“Flash Back”
Huntington Laboratories—“Shampride”
Puritan Churchill—“Top Deck”
S.C. Johnson & Sons—“Rugbee-Bonnet”

12.4 CARPET STAIN REMOVER
S.C. Johnson & Sons—“Rugbee Stain Remover”

12.5 SOLVENT-TYPE CARPET STAIN REMOVER
R.R. Street & Company—“Picrin”

12.6 CREAM CLEANSER
National Laboratories—“NL Crème Cleanser”
Puritan Churchill—“Pzazz”
Rochester Germicide—“Poroclean”

12.7 DEGREASER

Hillyard, Inc.—“Renovator”

Butcher’s Wax Company—“Roughrider Alkaline Degreaser”

Huntington Laboratories—“J-8-10P”

12.8 FLOOR FINISH, FLOOR FINISHER REMOVER, FLOOR SEAL, SPRAY BUFF SOLUTION, DETERGENT AND CONCRETE SEAL

S.C. Johnson & Sons, Inc.

Concrete Seal—“Fortify”

Detergent—“GP Forward” OR “View Quick Cleaner”

Finish—“Complete” OR “Showplace II”

Resilient Tile Seal—“Technique”

Spray Buff Solution—“Snap Back”

Stripper—“Step-off” OR “Bravo” OR “Freedom”

Hillyard, Inc.

Concrete Seal—“Seal 341”

Detergent—“Top Clean”

Finish—“Top Finish”

Resilient Tile Seal—“Seal 341”

Spray Buff Solution—“Hil-Glo”

Stripper—“Power Strip”

Puritan-Churchill, Inc.

Concrete Seal—“II Shield”

Detergent—“Neutra Clean LF”

Finish—“Impervium”

Resilient Tile Seal—“Mira-Tech”

Spray Buff Solution—“Mist & Buff”

Stripper—“E-Z Strip NA II”

Butcher’s Wax Company

Concrete Seal—“II Ironstone”

Detergent—“Hot Springs”

Finish—“Benchmark”

Resilient Tile Seal—“Ironstone”

Spray Buff Solution—“Blue Max”

Stripper—“Time Buster”

NOTE: Floor finish, floor finish remover, floor seal, spray buff solution, detergent and concentrate seal must be by the same manufacturer.

GERMICIDAL DISINFECTANT (Quaternary Ammonium Chloride)

S.C. Johnson & Sons, Inc.—“Forward DC”

Hillyard, Inc.—“Rejuvinal Plus”

Puritan-Churchill, Inc.—“Eldorado Plus”
Butcher’s Wax Company—“Quantum”
Huntington Laboratories—“Hi-Tor”

GLASS CLEANER

S.C. Johnson & Sons, Inc.—“Glance”
Hillyard, Inc.—“Window Clean”
Puritan-Churchill, Inc.—“Clear Vue”
Huntington Laboratories—“Window San”
Analab—“Spray Glass Cleaner”
Drackett—“Windex”

STAIN REMOVAL KIT

Von Schrader—“Carpet Stain Removal Kit”
Chemspec—“Professional Spotting Kit”

NOTE: This list is not intended to preclude the use of chemical brands not included herein. If Contractor wishes to use brands other than those listed here, he must seek approval from the Facilities Supervisor as outlined in Paragraph 2.3 of this section.

D. TOOLS, EQUIPMENT AND SUPPLIES

1. GENERAL REQUIREMENTS

Contractor shall furnish all tools, equipment and supplies necessary to properly perform the services defined in this contract. At a minimum, Contractor shall furnish each worker and each custodial closet with the types and quantities of tools, equipment and supplies defined in the Specifications as required to perform the services in accordance with the performance standards and within the minimum required hours.

All tools and equipment furnished by Contractor shall be new at the start of this contract.

2. MANUFACTURER BRANDS

2.1 Before beginning the work, Contractor shall submit to the Facilities Supervisor a list of each type of tool, equipment and supply to be used showing the manufacturers' names and model numbers. The list shall be accompanied by manufacturers' specifications and photocopies of the sales material for each type of tool, equipment and supply.

2.2 Contractor shall use no tool, equipment or supplies in the performance of the services before obtaining the permission of the Facilities Supervisor. Such permission by the Facilities Supervisor shall not relieve Contractor of the

responsibility for assuring the appropriateness of such tool, equipment or supplies or of any other responsibility or liability.

- 2.3 Contractor, if desirous of changing from its initial selection, shall first assure that the alternate tool, equipment, or supply complies with the description or specification. Then, Contractor shall submit to the Facilities Supervisor a written request to change, defining the alternate, along with the manufacturer's specifications and a photocopy to use the alternate.
- 2.4 If the alternate complies with the specifications defined herein, performs as well as the initial selection as demonstrated by any actual performance testing requested by the Facilities Supervisor, and causes no operational interference with the Court and is in the best interests of the Court, then the CCA shall give written permission to use the alternate.
- 2.5 If requested by the Facilities Supervisor, Contractor shall make available for performance evaluation by the Facilities Supervisor specific brands and models of tools, equipment and supplies proposed for use by Contractor. Any such items provided shall be returned to Contractor after the evaluation has been completed.
- 2.6 Any and all costs associated with evaluating an alternate or changing to an alternate not included on the initial list submitted by Contractor shall be borne by Contractor if such testing or changing was a result of Contractor's request to change.

3. MAINTENANCE AND REPAIR

- 3.1 Contractor shall maintain on file at the site of the work one complete set of operating and maintenance instructions for each type, brand and model of equipment, tool and item of supply used in the performance of the work and shall provide the Facilities Supervisor with a photocopy of all such operating and maintenance instructions.
- 3.2 Contractor shall insure that all tools, equipment and supplies used by its employees shall be used in accordance with the manufacturer's instructions and good safety practices.
- 3.3 All tools, equipment and supplies used by Contractor in the performance of the services shall meet all applicable safety requirements. All electrical equipment must operate at full-rated performance levels using existing building electrical circuits. It shall be the responsibility of Contractor to prevent the operation or attempted operation of electrical, or combinations of equipment, which require power exceeding the capacity of existing electrical circuits.

3.4 Contractor shall develop and implement adequate procedures and controls to ensure that all tools, equipment and supplies remain at all times in good, clean condition.

3.5 Contractor shall maintain access to spare parts and shall have trained, qualified employees and adequate quantities of backup equipment to insure that the minimum quantities of required equipment and tools are available and in safe and proper operating condition at all times.

4. MINIMUM QUANTITIES

The minimum required tools, equipment and supplies defined herein must be present and in good operating condition at all times during the performance of the work.

5. STORAGE LOCATIONS

5.1 Contractor shall label the storage locations on shelves in each custodial closet for chemicals, small tools and supplies.

5.2 Contractor shall permanently identify all equipment and tools required for a specific building or group of buildings, floor or group of floors, assignment or group of assignments with the building, floor or assignment numbers or groups of numbers.

5.3 Contractor shall develop, implement and maintain adequate procedures and make sufficient inspections each shift to ensure that the minimum tools, equipment and supplies are in designated storage locations.

6. USE OF THE COURT FACILITIES AND EQUIPMENT

Any permitted use of Court's facilities, equipment, tools or supplies shall be gratuitous and Contractor shall release Court from any responsibility arising from claims for personal injuries, including death, arising out of the use of such facilities, equipment, tools or supplies irrespective of the condition thereof or any negligence on the part of Court in permitting their use.

7. RESTROOM SUPPLIES

7.1 Contractor shall furnish expendable restroom supplies to be used on site, including paper towels, hand soap, toilet tissue, toilet seat covers, feminine hygiene products and associated disposal bags, as well as plastic trash receptacle liners which will be used in all trash receptacles. The Facilities Supervisor shall designate central storage locations where Contractor will store supplies.

7.2 Dispensers for toilet tissue, paper towels and hand soap will be provided and/or installed by Contractor at the direction of the Facilities Supervisor.

8. OTHER SUPPLIES

Contractor shall furnish all cleaning and other durable supplies.

9. EQUIPMENT SPECIFICATIONS AND DESCRIPTIONS

CARPET EXTRACTION SYSTEM—SELF-CONTAINED

Vacuum motor	- two HP
Solution pump	- 50-PSI minimum
Solution tank	- 6-gallon minimum
Recovery tank	- 4-gallon minimum
Cleaning width	- 6 to 18 inch cable; 35 feet minimum
Weight	- approximately 100 pounds

TOOLS AND EQUIPMENT

Brush - rotating cylinder

Wheels - non-marking

ACCEPTABLE BRANDS

Advance - "AquaClean 15"

Castex - "Power Edge"

Minuteman - "Ambassador"

Windsor - "Admiral Plus"

CARPET VACUUM—MEDIUM

18-20 pound weight

16-18 inch brush width

Non-marking wheels and bumper guards

35-feet cable length, minimum

Low profile for easy reach under desks, furniture, etc., built-in utility hose

Crevice tool, upholstery tool, dusting brush and extension wand

Top fill collection container

Disposable collection/filter bags

ACCEPTABLE BRANDS

Windsor Industries, Inc. - "18 Versamatic"

Clarke - "18 inch Filtra Vac OR Combi Vac"

Tornado - "16 inch High-Tech"

10. TOOLS AND EQUIPMENT: ACCEPTABLE BRANDS

CUSTODIAL CART—BARREL-TYPE

Constructed of high impact plastic
Minimum 44-gallon capacity
Attached dolly with 4 swivel non-marking casters
Snap-on tool caddy bag with pocket

ACCEPTABLE BRANDS

Rubbermaid—"2643" with "2640" dolly and "2642" caddy bag

FLOOR MACHINE—HIGH SPEED

110 Volt, 60 cycle, 1.3 to 1.5 hp motor
950 to 1550 rpm (loaded)
20" diameter
Minimum diameter, non-marking, stair climbing rear wheels
Minimum 50-foot cable, 14-gauge, 3 wire
Non-marking construction or bumper guards
60 to 80 pounds weight
Twist-lock pad centering lock
15 amp maximum circuit breaker

ACCEPTABLE BRANDS

Clarke - "UltraSpeed 1500 Burnisher"
Advance - "Whirlamatic 20UHS"
National Super Service - "Charger 1500"
Tennant Trend - "Powerline 20 US Burnisher"

FLOOR MACHINE—REGULAR SPEED

Electrically powered
50 to 300 rpm (loaded)
0" diameter
Safety interlock switch
Minimum diameter, non-marking, stair climbing rear wheels
Minimum 50-foot cable
Non-marking construction or bumper guards to 80 pounds weight
Twist-lock pad centering lock
5 amp maximum circuit breaker
Aluminum driving block with nylon bristly pad holder

ACCEPTABLE BRANDS

Clarke—"PM 2000"
Advance—"Matador"
Tennant Trend—"Powerline 20HD"

PILE BRUSH AND VACUUM

3/4 to 1 1/4 hp vacuum motor
Separate 1/2 hp motor
65 to 85 pounds weight
3 3/4 to 4 1/4 inch diameter, 14 to 16 inch length nylon tufted, bristle self-leveling brush
4-inch diameter non-marking wheels
40-foot power cable minimum—bumper guards
Stair climbing wheels

ACCEPTABLE BRANDS

Certified Chemical & Equipment Co.—“Model S”
Chemspec—“Pilelifter”

WET/DRY TANK VACUUM

Ten-gallon recovery tank size minimum, non-marking casters, removable filter—bumper guards.
Attachment-crevice tool, upholstery brush, dusting brush, i extension wand, wand, hose, wet pickup, squeegee
Automatic overflow shutoff
Bypass motor

ACCEPTABLE BRANDS

Clarke—“STV-10”
National Super Service—“Colt-14.5 gallon tank capacity”
Advance—“Sprite 12-gallon tank capacity”

ABRASIVE PADS

Fine and Medium abrasive
Constructed from chemically resistant synthetic fibers
Hand Size

BOWL CADDY

Plastic, non-corroding construction
Able to hold one quart bottle of bowl cleaner
Adjustable collar to lock bottle in place
Leak-proof compartment for holding bowl mop

BROOMS

Synthetic fiber self-flagging bristles
Head width approximately 10 inches
Attaches to extending handles
Two screw-type mounting holes, first at 90 degrees and second at approximately 60 degrees
4 to 8 foot extending aluminum handle

“CAUTION—WET FLOOR” SIGNS

Signs must conform to OSHA Standard 1910.44 safety code for marking physical standards

Constructed of durable plastic

Stand alone

Must bear words "CAUTION—WET FLOOR", Spanish working and international caution symbol for wet floor

CLEANING CLOTHS—DISPOSABLE

Absorbent synthetic fiber

Disposable lint-less

Rags or paper towels not acceptable

CORNER BRUSH

Stiff synthetic fiber bristles for scrubbing wall-floor corners

Triangle shape

Attaches to extending handle

DECK BRUSH

Stiff heavy duty, synthetic fiber bristles

Brush size approximately 2.5" x 12"

Attaches to extending handle

DETAIL BRUSH

Stiff bristle toothbrush

DISPENSING PUMPS

Chemically resistant plastic

Dispenses 1 ounce/stroke

Dip tub length, 14 to 15 inches

DOORSTOP

Wedge shape

Non-marking rubber construction

DRAIN BRUSH

Approximately 1 ½" diameter, approximately 6" brush length

Stiff nylon bristles twisted in wire

DUSTMOP

Paraffin-base treatment, dust-mop heads

Laundered and retreated off-site

Stored in plastic bags until used

5 inch minimum width

Dust-mop head attaches to handle with swivel joint

Handle length approximately 5 feet

DUSTMOP—DISPOSABLE

Treated by manufacturer with cationic, antistatic, dust attractant preparation
Dust-mop head attaches to handle with swivel joint
Handle length approximately 5 feet

DUST CLOTHS—TREATED

Disposable

Treated

DUST PAN

Constructed of nonmetallic material

Eyelet or hook for hanging on cart

DUSTING TOOL—LAMPS WOOL DUSTER

Extending handle

Lamb's wool

FLOOR MACHINE POLISHING PADS

Polyester construction

Minimum pad thickness of $\frac{3}{4}$ inch

Designed for dry polishing with 1000 rpm floor machine

3M Company—"Scotch-Brite brand 51 Line White Super Buffer Pad"

FLOOR MACHINE SPRAY BUFF PADS

Polyester construction

Minimum pad thickness of $\frac{3}{4}$ inch

Designed for spray buffing with 1000 rpm floor machine

3M Company—"Scotch-Brite brand High Speed Buffer Pad"

FUNNEL

Constructed from chemically resistant plastic

One half pint capacity

INSPECTION MIRROR

Hand size

LINERS FOR CUSTODIAL CART OR TRASH COLLECTION BARRELS

Minimum of one, 112-mil polyethylene

Sized to fit custodial trash barrel and shelf-type custodial carts

LINERS FOR TRASH RECEPTACLES

Minimum 1-mil polyethylene for smaller receptacles

Minimum one, 112-mil polyethylene for larger receptacles

Sized to fit various size trash receptacles

MEASURING CUP

Constructed from chemically resistant transparent plastic- 1 ounce and 112
gradients

Minimum capacity of 16 ounces

MOP BUCKET AND WRINGER

Constructed from chemically resistant structural plastic
"CAUTION—WET FLOOR" and International symbol for slippery floor printed on two opposite sides of bucket metallic bail
Removable, swivel non-marking casters
Down pressure wringer
Bucket capacity approximately 32 quarts and marked with 1 gallon gradients

PAIL

Constructed from chemically resistant plastic
Metallic bale with plastic grip
Pouring spout
Capacity approximately 2 gallons with 1-quart gradients

PUSH BROOM

Brush head constructed from chemically resistant plastic approximately 18" in length
Synthetic fiber, self-flagging bristles
For exterior use
Attaches to extending handle

PUTTY SCRAPER

Metallic blade approximately 2" wide

"RESTROOM CLOSED" signs

Signs must conform to OSHA Standard 1910.44 safety color code for marking physical standards
Constructed of durable plastic
Stand-alone
Must bear words "RESTROOM CLOSED"

RUBBER GLOVES

Chemically resistant synthetic or rubber construction
Waterproof
Sizes: small, medium and large

SAFETY GOGGLES

OSHA-approved

SPRAY BOTTLE

Chemically resistant plastic construction
Transparent or translucent
22-ounce capacity with 1-ounce gradient
Pistol-grip type sprayer with adjustable nozzle
Leak-proof when right side up or down

SQUEEGEE—GLASS

Tempered brass, stainless steel or aluminum channel
Rubber blade
Approximate blade width 14 to 18 inches

SWIVEL PAD HOLDER AND ABRASIVE PADS

Pad holder constructed from chemically resistant plastic
360-degree swivel pad holder
2 abrasive pads, fine and medium
Attaches to extending handle

TOILET BOWL MOP

Chemically resistant plastic construction
Synthetic fiber mop head
Pliable squeeze cup

UTILITY BRUSH

Soft, synthetic fiber bristles
Constructed from chemical-resistant plastic, hand-size with short handle

WEDGE MOP

Cotton string dust mop head with looped-end strings
Dust mop head attached to handle with swivel joint
Washable and re-treatable with paraffin-based, soil attracting compound
Handle length approximately 5 feet
Washed and treated off-site

WET MOP

Cotton and synthetic fiber mop head with looped end strings
Stitched tail-band
Quick release type mop handle constructed from chemically-resistant plastic
20 to 32 ounce mop head
Hollow core, light weight screw-type handle, approximately 5 feet in length
Mops shall be color-coded as follows: restrooms, general purpose, stripping, refinishing

RECOMMENDED HAND TOOL SETS

Vendor to provide equal or greater sets and to specify quantity and location on facility/floor costs proposals:

Closet Set—"JC"

- | | |
|--------------------|------------------------|
| *Cart Liners | *Detergent Concentrate |
| *Trash Liners | *Germicide Concentrate |
| *Measuring Cups | *Glass Cleaner |
| *Disposable Cloths | *Two Dispensing Pumps |

*Pail

*Funnel

*Two Empty Bottles

**Treated Dust Clothes

* may be shared by workers using the same closet

** may **NOT** be shared by workers using the same closet

CART SET—"CAR"

Custodial cart

Cart liners

Fireproof ash receptacle

Rubber doorstop

ABOVE-FLOOR SET

Disposable cloths; detergent solution; treated dust cloths; germicide solution; nylon abrasive pads; glass cleaner; Two lamb's wool dusters; three trigger sprayers; counter brush; three spray bottles; detail brush cleaner

Utility brush; trash liners

NON-CARPETED FLOOR CARE SET

Broom dust mop handle and head

Push broom damp mop handle and head

Dust pan; wedge mop handle; head corner brush; swivel pad holder; handle deck brush; swivel pad heads

Putty knife; two signs—"CAUTION—WET FLOOR"

RESTROOM CARE SET

Bowl mop; acid bowl cleaner

Inspection mirror; one sign—"RESTROOM CLOSED"; rubber gloves; disposable cloths; safety goggles; bowl caddy; tool caddy

Drain brush; mop bucket and wringer

CARPETED FLOOR CARE SET

Upright vacuum cleaner; carpet stain remover

Vacuum cleaner bags; aerosol gum remover; extension wand crevice tool; upholstery brush

FINISHED FLOOR SET

Floor machine—high-speed floor machine; regular speed; three buffing pads—high-speed; three buffing pads—regular; speed spray

Buffing solution; one spray bottle; one trigger sprayer

COURT LOCATIONS, HOURS OF OPERATION & HOLIDAY SCHEDULE

Superior Court of California
County of Fresno
1100 Van Ness Ave.
Fresno, CA 93724

B. F. Sisk Courthouse
1130 O Street
Fresno, CA 93721

North Annex Jail Courtrooms
1265 M Street
Fresno, CA 93721

Delinquency Court
3333 E. American Avenue
Bldg. 701, Ste. A
Fresno, CA 93725

Archives Facility
1963 E Street
Fresno, CA 93706

COURT HOURS OF OPERATION: 8:00 a.m. to 5:00 p.m.

CONTRACTOR HOURS OF SERVICE: **Day Porters, 7:30 a.m. to 4:30 p.m.**
Routine, 5:00 p.m. to 2:00 a.m.

COURT HOLIDAYS OBSERVED AT ALL LOCATIONS:

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

Note: A holiday falling on a Saturday will be observed on the preceding Friday and a holiday falling on a Sunday will be observed on the following Monday. Specific dates are posted on the Court's website.

[END OF ATTACHMENT 8]