

RFP Title: Janitorial Services
RFP Number: Lassen-052024

REQUEST FOR PROPOSALS

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF
LASSEN**

REGARDING:

RFP TITLE: JANITORIAL SERVICES

RFP NUMBER: LASSEN-052024

PROPOSALS DUE:

June 21, 2024, NO LATER THAN 3:00 P.M. PACIFIC STANDARD TIME

RFP Title: Janitorial Services
RFP Number: Lassen-052024

TO: POTENTIAL PROPOSERS

FROM: The Judicial Council of California, on behalf of Lassen Superior Court of California.

DATE: **May 23, 2024**

SUBJECT / PURPOSE: The Judicial Council of California (JCC) is conducting this RFP on behalf of Superior Court of California, County of Lassen. Lassen Superior Court seeks to enter into a “Master Agreement” with a suitable vendor with expertise in Janitorial Services.

ACTION REQUIRED: You are invited to review and respond to this RFP as posted on the Lassen Superior Court’s website at www.Lassen.courts.ca.gov.
Project Title: Janitorial Services.

MANDATORY ONSITE PRE-BID CONFERENCE: **RFP Number: Lassen-052024**
May 31, 2024, 10:00 AM, PST
Superior Court of California, County of Lassen, 2610
Riverside Drive, Susanville, CA., 96130

DUE DATE AND TIME FOR SUBMITTAL OF QUESTIONS: The deadline for submittal of questions pertaining to the solicitation document:
June 7, 2024, no later than 3:00 PM (PST)

PROPOSAL DUE DATE AND TIME: **Proposals must be received by:**
June 21, 2024, no later than 3:00 PM (PST)

RFP Title: Janitorial Services

RFP Number: Lassen-052024

Attachments

- | | |
|---------------|-------------------------------------------------------------------------------------|
| Attachment 1 | Administrative Rules Governing RFPs |
| Attachment 2 | Judicial Council of California Standard Terms and Conditions |
| Attachment 3 | Proposer's Acceptance of Terms and Conditions |
| Attachment 4 | General Certifications Form |
| Attachment 5 | Darfur Contracting Act Certification |
| Attachment 6 | Payee Data Record Form |
| Attachment 7 | Electronic Funds Transfer Authorization Form |
| Attachment 8 | Unruh Civil Rights Act and California Fair Employment and Housing Act Certification |
| Attachment 9 | DVBE Bidder Declaration |
| Attachment 10 | Bidder Declaration |

Exhibits

- | | |
|-----------|------------------------------|
| Exhibit 1 | Cost Proposal Sheet |
| Exhibit 2 | Proposer's Response Template |

1.0 BACKGROUND INFORMATION

1.1 The Superior Court of California, County of Lassen (“Judicial Branch Entity” or “JBE”) is seeking Proposals from a qualified person or entity with expertise in providing Janitorial Services. The work must be performed by an employee or principal of the winning proposer; no subcontracting is permitted for this solicitation. The JBE anticipates awarding one contract for an initial five (5) year term, with three consecutive one-year options for a potential maximum term of eight years. Each of the three one-year option terms may be exercised at the JBE’s sole discretion.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

2.1 Below are the services that the proposer must be able to provide—without the use of subcontractors—at the Superior Court of California, County of Lassen, 2610 Riverside Drive, Susanville, CA., 96130 under any contract resulting from this RFP (“Contractor” refers to the winning proposer):

2.2 Services to be provided under the general direction of the Court Executive Officer and Administrative Manager are as follows:

The Hall of Justice areas requiring service are equivalent to approximately 36,772 square feet. This includes upstairs and downstairs lobbies, entrances, conference rooms, open office areas, private offices, file rooms, libraries, kitchen/break room, locker room, hallways, assembly areas, courtrooms, jury suites, security office, private and public restrooms, and stairwells. Each area should be checked daily to ensure all areas are clean and presentable for the following business day. All service areas should be entered via badge access only – no door should be opened using a traditional key.

2.3 Services to be provided are regular cleaning services at the Hall of Justice to be completed based upon a mutually agreed schedule. Services include sweeping, mopping, buffing, vacuuming of all floor surfaces, cleaning of glass partitions, entry/exit doors, dusting of all furniture, windowsills, built-in cabinets, counter tops, wipe down/clean outside of appliances, clean all sinks, counter tops and surface areas appropriately, fill paper products and soap dispensers in restrooms, empty trash and shredders, outside trash receptacles, and thoroughly clean and disinfect all restrooms.

2.4 Services are to be provided outside of normal business operating hours of Monday through Friday from 8:00 AM to 5:00 PM to support minimal disruption to daily business operations.

2.5 Cleaning supplies will be purchased by the court. The Contractor awarded the contract will be expected to notify Administration staff promptly of any supply whose

stock has decreased to a one-month supply to allow for supplies to be purchased and restocked.

2.6 Courtrooms

There are 4 courtrooms. Each courtroom should be checked daily and cleaned Monday - Friday. On occasion, one or more courtroom(s) may be marked closed to protect the integrity of trial evidence. Under no circumstance should janitorial staff enter/clean a courtroom closed for trial – normal cleaning duties can be resumed in that specific courtroom when the closure sign has been removed.

2.7 Courtroom Duties:

- a) Wipe down all doors, metal door bars (both staff and public entrances) daily – make sure courtroom doors remain locked upon exit.
- b) Wipe down Judge and clerk desks, counsel tables, stenographer table, wood surfaces, benches, arm rests, and rails daily.
- c) Check the floor throughout the courtroom, including under desks/tables, and in jury box daily. Spot vacuum debris daily.
- d) Empty trash can(s) throughout courtroom daily.

2.8 Bathrooms

There are a total of 14 bathrooms. All bathrooms should be checked and cleaned daily Monday-Friday, with the following exceptions: bathrooms located in Judges' Chambers and Jury Suites should be serviced Monday, Wednesday, and Friday when chambers/jury suites are not being used during the week. For chambers with active use and during jury trial weeks, bathrooms should be serviced daily, Monday - Friday.

2.9 Bathroom Duties:

- a) Clean and disinfect toilets daily
- b) Pumice toilets twice weekly (Tu/Th)
- c) Dispose/replace soiled sanitary bags daily
- d) Refill toilet paper, toilet seat covers and paper towels when empty - daily
- e) Clean mirrors, sinks, faucets & countertops daily
- f) Empty trash daily
- g) Shine all stainless steel twice weekly (Tu/Th)
- h) Mop floor with disinfectant twice weekly (Tu/Th)
- i) Wipe down door handles (both sides) daily
- j) Check soap dispenser daily and replace soap when empty
- k) Wipe down 4 drinking fountains daily

2.10 Employee Kitchen

The following tasks should be completed daily, Monday – Friday, unless otherwise noted.

- a) Wipe tables, countertops, microwave, garbage can front, appliances, sink daily.
- b) Check paper towels daily and replace when empty.
- c) Check floor-sweep daily. Mop Tuesday and Friday.

- d) Take out trash daily.
- e) FRIDAY- Wipe down front of refrigerators, mop floors, wipe fingerprints from cabinets and backs of chairs, change out dishtowel and dishrag.

2.11 Floors

There are different types of flooring requiring different cleaning methods throughout the building. All areas should be checked throughout the building daily, Monday – Friday.

2.12 Duties:

- a) Terrazzo Floors – Public area in downstairs lobby, stairwells, and upstairs hallways. Deep clean and Buff floors, Friday, every other week.
- b) Tiled hallways (including terrazzo floors) and kitchen area. Sweep daily. Mop twice a week (M/W or Tu/Th). Mopping may be required more frequently during inclement weather as directed by Admin staff.
- c) Front public entrance area – (terrazzo floors) Mop daily.
- d) All tiled areas – terrazzo or other. De-scuff daily.
- e) Carpet – Vacuum carpeted areas once a week.

2.13 Garbage

There are several trash cans located throughout the property. Internal trash cans should be checked daily and emptied of contents, regardless of location. Soiled bags should be removed and replaced daily. Additionally, there are 8 larger receptacles located outside of the building – 4 by the employee entrance in the back lot and 4 in the front parking lot area. Outside receptacles take far longer to fill and should be checked weekly. Outside receptacles should be emptied every two weeks.

2.14 All trash and recycling collected throughout the building should be disposed of in the appropriate dumpster in the back parking lot daily.

2.15 Clerk Office Area

The clerk's office area encompasses the filing windows, operation counters, and several cubicles. The filing window countertops and other common space countertops are to be wiped down daily in a manner that does not disturb any documents being stored thereon. At no time should janitorial staff disturb files or documents stored in these areas while cleaning.

2.16 Judges' Chambers/Offices

The CEO's office and 4 Judges' Chambers are located upstairs as well as a common clerk area in between the Presiding Judge's chambers and the CEO office. Additionally, there are 10 offices downstairs. Desks, tables, and door handles should be wiped down daily in a manner that does not disturb any documents being stored thereon. At no time should janitorial staff disturb files or documents stored in these areas while cleaning.

2.17 Additional Office Space

All additional office space areas should be checked and cleaned according to the following schedule.

Daily: Security Room, Access to Justice Room, Training Room, Mediation Room, Employee Wellness Room, Office Supply Room, and elevators

M/W/F: Jury Selection Room

Friday: Self Help Room, Law Library

One day a week: Cascade Room, Sierra Room, 8 conference rooms off courtroom entrances, Locker Room

2.18 Additional Office Space Duties:

- a) Wipe down tables, door handles, chairs, wood benches, and pick up toys (playroom off courtroom entrance)

2.19 Other Duties throughout HOJ

- b) Filing windows, glass entrance and exit doors will be cleaned daily.
- c) Windowsills, cubicle tops, filing cabinet tops should be wiped down/dusted weekly.

3.0 EXPERIENCE

Contractor must have at least three (3) consecutive years documented experience in providing services similar to the ones being solicited, as described in of this RFP.

4.0 BACKGROUND CHECKS

Contractor shall perform background checks for the employees being assigned to work at the Court. Contractor must not assign individuals who have a felony conviction or have been incarcerated or on probation within the past two years to work at the Court. Background checks will be paid for by the Contractor.

5.0 CONTRACTOR BUILDING RESPONSIBILITIES

5.1 Contractor shall provide relief personnel as necessary to ensure that each assignment is performed per specifications and deliverables, regardless of employee absenteeism.

5.2 The lead person and all staff on any janitorial crew shall be able to read, write, speak and understand the English language to the extent required for communication in person, via telephone, and in writing with designated Facilities and Court representatives in connection with the janitorial duties to be performed. Further, the communication ability shall extend to being able to call

the appropriate law enforcement agencies and or an alarm company in the event of a break-in or inadvertent activation of fire or panic alarm system.

- 5.3 The contractor will be required to learn the proper operation of the security alarm systems used in the Facilities, if necessary, and ensure that the building is properly secured and locked when they are the last ones to leave the building after hours. In addition, the Contractor shall ensure that all employees are properly trained on safety and emergency procedures (such as fire building evacuations, etc.) for the facilities in which they work.
- 5.4 Contractor shall notify Court of any irregularities noted during performance of services including, but not limited to, doors left unlocked, lights not working or left on, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or damage to the building or its contents.
- 5.5 No unauthorized visitors or workers will be allowed into the Court premises. The Court must approve all individuals visiting or working at their Facilities.
- 5.6 Contractor employees are prohibited from using, tampering with or removing from Court premises Court equipment, including, but not limited to, computers, networks, photocopiers, fax machines, telephones, printers, consumable supplies and office supplies. The removal of Court equipment or consumable supplies is prohibited, and the Court will seek prosecution of any individual(s) who may do so. The Court will also seek financial restitution for the use and or removal of equipment and or supplies from the Court.
- 5.7 Contractor employees are prohibited from reading, disturbing or making copies of any case files or other proprietary documents or information on desks or other work areas. Contractor employees are also prohibited from opening any drawers, file folders or file cabinets.
- 5.8 If the Court finds any Contractor's employee to not be satisfactorily performing the services as described in this Statement of Work, the Court shall reserve the right to direct the Contractor to replace this employee immediately. This provision in no way requires the Contractor to terminate the employment of any employee replaced pursuant to this paragraph. Nor, by the terms of this section, does the Court endorse or approve (expressed or implied) any termination by Contractor of any employee replaced pursuant to this paragraph.
- 5.9 The Contractor is responsible for maintaining satisfactory standards for employees in regard to conduct appearance and integrity (i.e. use of foul language, use of Court staff's personal items, cooking, phone and TV usage). The Contractor's employees shall present a neat and clean appearance at all times while performing work at the Facilities.

- 5.10 Contractor shall ensure that staff working after business hours keeps voices, and audio at a low decibel level.

6.0 COURT HOLIDAYS

- 6.1 Contractor shall be aware of Court Holidays. The court will provide a list of holidays on an annual basis in December of each year for the following year. The court does not require routine janitorial service on those days, however the Contractor may, at their discretion, choose to perform special or out-of-cycle duties on those holidays (e.g.: carpet cleaning, window washing, floor waxing, etc.).

7.0 CLEANING METHODS

- 7.1 Cleaning/disinfecting toilets and urinals shall always include the exterior portion of the fixture with an emphasis on the toilet seat and the top, front and sides of the toilet bowl down to the ground.
- 7.2 Water/disinfectant solution used for mopping floors shall be changed when dirty, such that the definition of a damp-mopped floor in the preceding section cannot be met.
- 7.3 Separate dust mops and mops shall be used for bathrooms. Such implements shall be clearly identified as to their use. Any implement used in the bathroom shall not be used on a non-bathroom floor until or unless laundered or similarly cleaned.
- 7.4 Once used in a bathroom, a water/disinfectant damp-mopping solution shall never be used for a non- bathroom floor.
- 7.5 No janitorial services shall be carried out on electronic or powered office machines including telephones, personal computers, monitors, keyboards, mice, printers, switches, scanners, copiers, fax machines, calculators, projectors, televisions, DVD/CD players, or similar devices.

8.0 STORAGE OF SUPPLIES AND EQUIPMENT

- 8.1 Storage locations for supplies and equipment are located throughout the building. Products currently in use may be stored in janitorial closets throughout the building for ease of access. Overflow products should be consolidated and stored in the supply closet on the first level of the building. Stock received will be stored in the loading area adjacent to the supply closet and will be stocked by the contractor.
- 8.2 The Contractor shall utilize designated janitorial closets for the storage of the Court provided equipment and cleaning materials.

8.3 Equipment and cleaning materials shall not be piled or stored at any location to hinder normal business operations or to constitute a hazard to persons or property.

8.4 All cleaning materials which are stored in the liquid state shall be stored on shelves not higher than three (3) feet above the floor, or in court designated storage areas.

8.5 All products stored in secondary containers shall be properly labeled as to the contents in accordance with applicable regulations, laws and ordinances.

8.6 All chemical and/or cleaning products shall be stored and marked in accordance with applicable regulations, laws and ordinances.

9.0 CONSUMABLE SUPPLIES/INVENTORY

9.1 All paper goods (toilet paper, paper towels, seat covers), liquid antibacterial hand soaps, sanitary napkins/tampons required in refilling dispensers, including trash receptacle liners will be furnished by the Court. It is the responsibility of the Contractor to notify administrative court staff when any supply has depleted to a one month supply to allow sufficient time for the court to replenish the stock.

9.2 Chemicals and equipment are located throughout the building. Products currently in use may be stored in janitorial closets throughout the building for ease of access. Overflow products should be consolidated and stored in the supply closet on the first level of the building. Stock received will be stored in the loading area adjacent to the supply closet and will be stocked by the contractor.

10.0 CLEANING MATERIALS AND SUPPLIES

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

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

10.3 The Contractor shall handle chemicals provided at each site so as to minimize the possibility of exposure of facility occupants to acid based or caustic based cleaning materials.

10.4 All chemicals used for these services shall be submitted and pre-approved by designated court personnel.

- 10.5 The Court will furnish all cleaning materials and supplies as required to complete janitorial service to all locations which includes but is not limited to cleansing powder, disinfectants, deodorant tablets for urinals, ammonia-based glass and surface cleaner, dust cloths, grease cleaner, carpet shampoo, floor stripper and finish. It is the responsibility of the Contractor to notify administrative court staff when any cleaning material or supply has depleted to a one month supply to allow sufficient time for the court to replenish the stock.
- 10.6 All unused products and empty containers shall be properly disposed of by the Contractor as required by federal, state and local laws and regulations. The Contractor shall provide the Court with documentation of proper disposal of all products and containers used in the performance of services if required by law.
- 10.7 Material Safety Data Sheet: It is required by law that all hazardous cleaning materials be accompanied with a "material safety data sheet" (MSDS) at time of delivery. Contractor shall post current MSDS sheets in appropriate areas and shall provide copies to the Court for its required postings.
- 10.8 Labor: Hours of work for this contract shall be in accordance with, and subject to, the provisions of the State of California labor code.
- 10.9 All cleaning materials and supplies shall be Environmentally Friendly.

11.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued	May 23, 2024
Mandatory Onsite Pre-Bid Conference- Superior Court of California, County of Lassen, 2610 Riverside Drive, Susanville, CA, 96130	May 31, 2024, 10:00AM PST
Deadline for questions submitted to TCsolicitation@jud.ca.gov	June 7, 2024, 3:00PM, Pacific Standard Time
Questions and answers posted at: www.Lassen.courts.ca.gov (<i>Estimate only</i>)	June 14, 2024
Final proposal due date and time, please see below: Cost Proposal and non-cost Proposals must be sent in a separate file and must be submitted to- TCAS-Lassen-052024-Cost-Proposals@jud.ca.gov	June 21, 2024, 3:00 PM, Pacific Standard Time
Evaluation of proposals (<i>estimate only</i>)	June 28, 2024
Notice of Intent to Award (<i>estimate only</i>)	July 15, 2024
Master Agreement executed by this deadline (<i>estimate only</i>)	August 12, 2024

12.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing	These rules govern this solicitation.
Attachment 2: JBE Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the "Proposer") must sign this JBE Standard Form agreement (the "Terms and Conditions").
Attachment 3: Proposer's Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 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: Payee Data Record Form	This form contains information the JBE requires in order to process payments and must be submitted with the proposal.
Attachment 7: Electronic Funds Transfer Authorization Form (optional if wanting EFTA payment).	This form is used to gather information that is needed to establish an electronic funds transfer program and must be submitted with the proposal if electronic payment is desired.
Attachment 8: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 9: DVBE Bidder Declaration	Complete and return this form with the proposal only if Proposer wishes to declare DVBE status.
Attachment 10: Bidder Declaration	Complete and return this form with the proposal only if Proposer wishes to claim the DVBE incentive associated with this RFP.
Exhibit 1: Cost Proposal Sheet	The Proposer must complete and submit the Cost Proposal Sheet with its proposal.
Exhibit 2: Proposer Response Template	The Proposer must complete and submit the Proposer Response Template with its proposal.

13.0 PAYMENT INFORMATION

13.1 In exchange for performance of services, the JBE shall pay Contractor for services rendered at the rate of \$_____ per month, payable on the 5th business day following the month for the services performed.

13.2 The JBE does not pre-pay for any goods or services.

13.3 The method of payment to the Contractor will be monthly, in arrears, upon presentation of each invoice for any work completed.

13.4 For services performed and accepted, the Contractor shall submit a monthly invoice to JBE which will be paid within 30 days of the date of the invoice.

14.0 MANDATORY PRE-BID CONFERENCE (ONSITE)

The JBE will hold a pre-bid conference on the date identified in the timeline above. The pre-proposal conference will be held at the JBE's office at County of Lassen Superior Court, 2610 Riverside Drive, Susanville, CA, 96130

Attendance at the pre-proposal conference is mandatory in order for proposals to be considered. Each Proposer must be certain to check in at the pre-proposal conference.

15.0 SUBMISSIONS OF PROPOSALS

15.1 Proposal Structure

Proposers should respond to every section of this RFP, all attachments and all exhibits. Proposers may download the original RFP documents from the JBE website, www.Lassen.courts.ca.gov. Each document forming a part of this RFP will be available individually for Proposers' review and use.

A Proposer Response Template has been included (Exhibit 2) to standardize RFP responses. Proposals should provide straightforward, concise information that satisfies the requirements of Section 8, Non-Cost Proposal Contents, 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.

15.2 Proposal Copies

The Proposer must submit its proposal electronically in two parts, the non-cost proposal and the cost proposal, no later than the due date and time per Section

11.0, Timeline for This RFP. The cost proposal must be completed in the format provided in Exhibit 1, Cost Proposal Sheet.

- a. **Non-Cost Portion of the Proposal:** The non-cost proposal electronic files must be in searchable PDF, Word or Excel formats. An electronic signature by an authorized representative of the Proposer must be included. Electronic signatures may be digital or a scanned image of a handwritten signature that is attached to an electronic document and delivered by electronic means. All electronic signatures shall comply with California Civil Code, title 2.5, sections 1633.1-1633.17 (Uniform Electronic Transactions Act), title 2, sections 22000-22005, and Government Code 16.5. The Proposer must submit the non-cost portion to the TCAS-Lassen mailbox (link included in Section 11, Timeline for This RFP).
- b. **Cost Portion of the Proposal:** The cost proposal electronic files must be in searchable PDF, Word, or Excel format. The source Excel file used to prepare responses to Exhibit 1, Cost Proposal Sheet, must also be submitted. The Proposer must submit the cost portion to the JBE's mailbox (link included in Section 11, Timeline for This RFP).

15.3 Late Proposals

Late proposals will not be accepted.

16.0 NON-COST PROPOSAL CONTENTS

The following information must be included in the non-cost portion of the proposal (Exhibit 2). A proposal lacking any of the following information may be deemed non-responsive.

16.1 Proposer Information

- 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. The name, title, address, telephone number, and email address of the individual who will act as a Proposer's designated representative for purposes of this RFP.

16.2 Company Overview and Information

- a. Company name, headquarters location, date founded, ownership (private/public, joint venture, etc.), organization structure, number of

years providing information janitorial services and total number of employees.

- b. Financial statements for the last three years together with a current certification made by the chief financial officer stating that statements are current, accurate and complete with the exception of any material adverse changes specifically described that have occurred in the status and/or prospects of Proposer since the effective date of the most recent financial statements.

16.3 Business Disputes

Provide details of any disciplinary actions or other administrative action taken by any jurisdiction or person against Proposer. List and summarize all judicial or administrative proceedings involving your sourcing activities, claims of unlawful employment discrimination, and antitrust suits in which you have been a party within the last five years. If Proposer is a subsidiary, submit information for all parent companies.

16.4 Overview of Proposer's Qualifications

16.4.1 Résumés

For each key staff member: a résumé of key staff members as outlined in Exhibit 2, Proposer Response Template, describing the individual's experience, as well as the individual's ability and experience related to the services described in RFP section 2.0.

16.4.2 Capabilities

Discuss the Proposer's ability to provide the services described in RFP Section 2.0.

16.4.3 References

Names, addresses, and telephone numbers of a minimum of three customers for whom the Proposer has provided similar services.

16.5 Acceptance of Terms and Conditions

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 to Attachment 2, JBE Standard Terms and Conditions.

If exceptions are identified, the Proposer must also submit (a) a red-lined version of Attachment 2, JBE Standard Terms and Conditions, that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.

The JBE prefers Proposers that will accept the Terms and Conditions without exceptions. Proposer's Acceptance of Terms and Conditions (Attachment 3) shall be an affirmative factor in the evaluation of each proposal. By contrast, significant exceptions to Attachment 2, JBE Standard Terms and Conditions, shall be a negative factor in the evaluation.

Note: Any material exceptions to the Terms and Conditions will result in a negative factor in the evaluation and could render the proposal nonresponsive.

16.6 Certifications, Attachments and Other Requirements.

- a. *Proof of Good Standing.* If Proposer is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that Proposer is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer conducts or will conduct (if awarded the contract) intrastate business in California, proof that Proposer is qualified to do business and in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, proof that Proposer is in good standing in its home jurisdiction.
- b. *Business License.* Copies of the Proposer's current business licenses, professional certifications or other credentials.
- c. *Certificate of Insurance.* Copy of the Proposer's Certificate of Insurance.
- d. *General Certifications.* Proposer must complete and submit the General Certifications Form (Attachment 4).
- e. *Darfur Contracting Act Certification.* Proposer must complete and provide the Darfur Contracting Act Certification (Attachment 5).
- f. *Payee Data Record.* Proposer must complete and submit the Payee Data Record Form (Attachment 6).
- g. *Electronic Funds Transfer Authorization Form (Attachment 7)*

- h. Unruh Civil Rights Act and California Fair Employment and Housing Act Certification. Proposer must complete and provide the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 8).
- i. DVBE Bidder Declaration. Proposer must complete and provide the DVBE Declaration (Attachment 9). **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.
- j. Bidder Declaration. Proposer must complete and provide the Bidder Declaration (Attachment 10).

17.0 COST PROPOSAL CONTENTS

- 9.1 The Proposers shall complete the Cost Proposal Sheet (Exhibit 1) accurately and completely.
- 9.2 All pricing shall remain firm for each one (1) year term of the agreement resulting from this RFP. Price increase requests shall be submitted sixty days prior to the agreement's anniversary date.

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.

18.0 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 JBE reserves the right to negotiate extensions to this period.

19.0 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 JBE 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 JBE will post an intent to award notice at WWW.Lassen.courts.ca.gov.

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of work plan submitted	7
Experience on similar assignments	30
Cost	50
Acceptance of the Terms and Conditions Degree to which the Proposer accepts the JCC Standard Terms and Conditions without exceptions (Attachment 2). Significant exceptions to the Terms and Conditions shall be a negative factor in the evaluation.	10
Disabled Veterans Business Enterprise Incentive DVBE incentive points available to qualified vendors.	3
Total maximum allowable points	100

20.0 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 JBE 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 JBE’s right to disclose information in the proposal, or (b) requiring the JBE 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.**

21.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

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

21.2 Eligibility for and application of the DVBE incentive is governed by the Judicial Council's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the sole determination of the JBE's staff, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer's proposal. The number of points that will be added as specified in Section 19 above.

21.3 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").

21.4 If Proposer wishes to seek the DVBE incentive:

- Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 10). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
- Proposer must submit with its proposal a DVBE Declaration (Attachment 9) 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. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

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

21.6 If Proposer receives the DVBE incentive, failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

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.

22.0 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.

Protest should be sent to:

Protest of an Intent to Award shall be filed with the JBE within five (5) working days after the Notice of Intent to Award is published. Protests must be sent electronically to:

TCsolicitation@jud.ca.gov.