

RFP Title: Cleaning, Janitorial and Related Services

RFP Number: Alpine-022024

REQUEST FOR PROPOSALS

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF
ALPINE**

REGARDING:

RFP TITLE: CLEANING, JANITORIAL AND RELATED
SERVICES

RFP NUMBER: ALPINE-022024

PROPOSALS DUE:

April 5, 2024, NO LATER THAN 3:00 P.M. PACIFIC STANDARD TIME

RFP Title: Cleaning, Janitorial and Related Services

RFP Number: Alpine-022024

TO: POTENTIAL PROPOSERS

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

DATE: February 21, 2024

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

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

MANDATORY ONSITE PRE-BID CONFERENCE: **RFP Number: ALPINE-012024**
March 8, 2024, 10:00 AM, PST
Superior Court of California, County of Alpine, 14777 State Route 89, Markleeville, CA., 96120

DUE DATE AND TIME FOR SUBMITTAL OF QUESTIONS: The deadline for submittal of questions pertaining to the solicitation document:
March 15, 2024, no later than 3:00 PM (PST)

PROPOSAL DUE DATE AND TIME: **Proposals must be received by:**
April 5, 2024, no later than 3:00 PM (PST)

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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 Alpine (“Judicial Branch Entity” or “JBE”) is seeking Proposals from a qualified person or entity with expertise in providing Cleaning, Janitorial and Related 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 Alpine, 14777 State Route 89, Markleeville, CA., 96120 under any contract resulting from this RFP (“Contractor” refers to the winning proposer):

2.2 Service will consist of cleaning on Mondays, Wednesdays and Fridays of each week after 4:30 pm unless the day falls on an Official Court Holiday posted on the JBE’s website located at: www.alpine.courts.ca.gov. Should a scheduled cleaning day fall on any court holiday, Contractor at its own discretion may choose to clean the evening before or after the holiday. Services to be provided are as follows:

2.3 On-call needs-Vendor should be available within one day notice to come to the JBEs location for special projects such as but not limited to trash removal, extra cleaning, duties that fall under the normal business hours but needed in other occasions.

2.4 Cleaning of first floor of courthouse including entry, bathrooms, lunch area, clerk’s office, courtroom, Court Executive Officer’s office, judge’s chambers, hallway, conference room, staircase and window located down the stairs.

2.5 Cleaning of all rooms will consist of the following: dusting of all desks, desk hutches, bookshelves, and window seals; cleaning of small spots on carpets; oiling of the oak wood in the courthouse at least on a quarterly basis; vacuum carpets and mop bathroom floor and hallway plus entrance at each cleaning. Trash and shredded paper will be removed at each cleaning and will also include Wednesdays of each week. Trash is located in all offices at each desk, judge’s chambers, courtroom, bathrooms, hallway, entrance way and lunch area. Glass doors to the entrance of the courthouse and clerk’s office will be cleaned at each cleaning. All glass doors to all other offices are to be cleaned on a monthly basis. Cloth chairs are to be vacuumed monthly. All

chair legs, light fixtures, and blinds are to be dusted at least once monthly. Remove white paper, toner and any recycling items designated for recycling.

2.6 Cleaning Materials/Supplies

- 2.6.1 Only cleaning materials meeting industrial standards will be acceptable in the performance of this work. The JBE 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 JBE.
- 2.6.2 Under no circumstances will cleaning tools and cleaning materials be left unattended during normal business hours.
- 2.6.3 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.
- 2.6.4 All chemicals used for these services shall be submitted and pre-approved by designated court personnel.
- 2.6.5 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 JBE with documentation of proper disposal of all products and containers used in the performance of services if required by law.
- 2.6.6 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 JBE for its required postings.
- 2.6.7 Labor: Contractor's hours of work shall be in accordance with, and subject to, the provisions of California's Labor Code. All cleaning materials and supplies shall be environmentally friendly.

2.7 Cleaning Methods

- 2.7.1 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.
- 2.7.2 Water/disinfectant solution used for mopping floors shall be changed when dirty.

- 2.7.3 Separate dust mops and mops shall be used for bathrooms. Such implements shall be clearly identified as to their use. No implement used in the bathroom shall be used on a non-bathroom floor until or unless laundered or cleaned.
- 2.7.4 Once used in a bathroom, a water/disinfectant damp-mopping solution shall never be used for a non- bathroom floor.
- 2.7 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.
- 2.8 On Wednesday of each week remove trash, clean bathrooms, and spot mop floors.
- 2.9 Stock supplies: deliver paper products provided by the county including toilet paper, paper towels and toilet seat covers when supplies are 25% or less.
- 2.10 JBE provides vacuum cleaner, rubber gloves, window cleaner and disinfecting wipes. Contractor to provide all other cleaning supplies necessary and maintain supply sheet.
- 2.11 Consumable Supplies / Inventory
 - 2.11.1 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 JBE.

3 Security

- 3.1 All Contractor employees shall be identified with visible identification while on JBE premises at the Contractor's expense.
- 3.2 Keys will be issued by the County of Alpine. Contractor must comply with the County requirements including but not limited to passing a criminal background check. Contractor shall be responsible for use of all keys and/or security cards issued to it. The Contractor shall not put identification on any keys. Contractor shall not duplicate any keys for JBE premises under any circumstances. Any lost keys or need for additional keys shall be promptly reported to the JBE in writing. The Contractor will need to identify which keys were lost, who lost the keys, where they were lost, and the date and time of loss. The Contractor will be assessed a fee not to exceed \$25.00 for each key

not returned or lost and will be further assessed the costs for parts and locksmith services to remove the lost key from the keying system.

- 3.3 Unauthorized duplication of keys for court facilities is a misdemeanor under section 469 of the California Penal Code.
- 3.4 Contractor shall maintain the security of JBE premises. Doors, gates, and windows shall be closed and locked when not in immediate use. Upon Contractor's completion of work in any single area, Contractor's employees shall check all doors and windows to make sure that they are closed and locked. Certain areas are protected by security alarms, and procedures for entering and leaving these areas shall be as directed by the JBE.
- 3.5 Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key in their possession other than authorized co-workers.
- 3.6 Contractor shall notify the JBE 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.
- 3.7 No unauthorized visitors or workers will be allowed into the JBE's premises. The JBE must approve all individuals visiting or working at their facilities.
- 4 Contractor is responsible for the direct supervision of its personnel. Contractor will be available at all reasonable times to report and confer with the Court Executive Officer of the JBE with respect to services rendered. Contractor agrees that the services to be provided will be performed by qualified, careful and efficient employees using the best practices and highest applicable standards. Contractor agrees that, on request of the JBE, Contractor will remove from its services to the JBE, any of its employees who, in the opinion of the JBE, are guilty of improper conduct or are not qualified to perform the work assigned to them. Contractor shall perform background checks for its employees being assigned to work at the JBE. Background checks will be paid for by the Contractor. Contractor and its employees will be required to complete pre-employment screening and background check prior to working at the courthouse.
- 5 At all times Contractor must directly supervise employees working in secure JBE areas to ensure protection of the JBE's information assets.

- 6 When providing after-hours cleaning services, whenever possible, front entry to building must remain locked and Contractor shall ensure front doors and all doors into secure areas are closed before leaving the courthouse.
- 7 Upon termination of this agreement Contractor and its employees shall no longer have permissions for access to secured areas nor access JBE premises after hours and must return to the Court Executive Officer all courthouse keys and any other JBE property in its possession.
- 8 Contractor's employees are prohibited from using, tampering with or removing from JBE premises JBE equipment, including, but not limited to, computers, networks, photo copiers, fax machines, telephones, printers, consumable supplies and office supplies. The removal of JBE equipment or consumable supplies is prohibited, and the JBE will seek prosecution of any individual(s) who may do so. The JBE will also seek financial restitution for the use and or removal of equipment and or supplies from the JBE.
- 9 Contractor's 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's employees are also prohibited from opening any drawers, file folders or file cabinets.
- 10 Exterior windows will be cleaned by the Contractor two times a year. The Contractor's fee for cleaning exterior windows will be in addition to Contractor's monthly rate.
- 11 Extra cleaning may be requested by the JBE's CEO or other authorized representative, including cleaning for sanitation, which includes sterilizing all doorknobs; tables, chairs and seating in the courtroom, clerk's window and counter which Contractor will invoice to the JBE in addition to Contractor's monthly rate.
- 12 Contractor will strip and wax floors two times a year. The Contractor's fee for the waxing and stripping in the courthouse hallway, entrance way, and bathrooms will be invoiced to the JBE in addition to Contractor's monthly rate. Stripping and waxing equipment to be supplied by Contractor.
- 13 Contractor will move furniture and transport heavy items to storage and dispose of small items, equipment, and supplies upon request. Contractor's fee for this work will be in addition to Contractor's monthly

rate. Dump fees to be reimbursed to Contractor upon submission of receipt.

14 After-hour needs should be handled within the hour or sooner, depending on the need.

3.0 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	February 21, 2024
Mandatory Onsite Pre-Bid Conference- Superior Court of California, County of Alpine, 14777 State Route 89, Markleeville, CA., 96120	March 8, 2024, 10:00AM PST
Deadline for questions submitted to TCSolicitation@jud.ca.gov	March 15, 2024, 3:00PM, Pacific Standard Time
Questions and answers posted at: www.Alpine.courts.ca.gov (<i>Estimate only</i>)	March 22, 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-Alpine-012024-Cost-Proposals@jud.ca.gov	April 5, 2024, 3:00 PM, Pacific Standard Time
Evaluation of proposals (<i>estimate only</i>)	April 19, 2024
Notice of Intent to Award (<i>estimate only</i>)	May 1, 2024
Master Agreement executed by this deadline (<i>estimate only</i>)	July 1, 2024

4.0 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.

5.0 PAYMENT INFORMATION

5.1 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. Contractor will give JBE at least 30 days' notice of any rate change for services rendered. The JBE will notify Contractor of any changes in the use of the areas to be cleaned by Contractor and any changes in the furnishings, floors and wall and ceiling services forming a part of JBE's premises.

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

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

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

6.0 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 14777 State Route 89, Markleeville, CA 96120.

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.

7.0 SUBMISSIONS OF PROPOSALS

7.1 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.Alpine.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.

7.2 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 3.0, 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-Alpine mailbox (link included in Section 3, Timeline for This RFP).
- b.
- c. **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 3, Timeline for This RFP).

7.3 Late Proposals

Late proposals will not be accepted.

8.0

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.

8.1 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.

8.2 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.

8.3 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.

8.4 Overview of Proposer's Qualifications

8.4.1 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.

8.4.2 Capabilities

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

8.4.3 References

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

8.5 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.

8.6 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

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- 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).

9.0 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.

10.0 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.

11.0 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.Alpine.courts.ca.gov.

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of work plan submitted	7

CRITERION	MAXIMUM NUMBER OF POINTS
Experience on similar assignments	20
Cost	40
Credentials of staff to be assigned to the project	20
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

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 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.**

13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

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

13.2 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 11 above.

13.3 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").

13.4 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.

13.5 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.

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

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

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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.

Protest should be sent to:

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