

The State Bar of California

REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) for Janitorial Maintenance and Services.

The State Bar is seeking proposals for Janitorial Maintenance and Services for its headquarters building, located at 180 Howard Street, San Francisco, CA, 94105, for a period of three (3) years, with an option to renew for an additional two (2) years.

Interested vendors must be party to and in good standing with its trade union, and currently service a minimum of five active accounts in a multi-story/function office building in San Francisco Bay Area. **All non-union-based janitorial proposals, or proposals not meeting these minimum qualifications, will be deemed non-qualified.**

The State Bar of California will host a vendor pre-bid meeting and facilities walk-through to discuss this request in greater detail. **Attendance is optional.** The vendor pre-bid meeting and facilities walk-through will be held at 10:30 a.m. on Monday, November 22, 2010, at 180 Howard Street (4th floor), San Francisco.

Please submit six (6) copies of your proposal no later than 5:00 p.m. on Friday, December 3, 2010 to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

Attn: Mayte Diaz
Office of Operations
415-538-2160
mayte.diaz@calbar.ca.gov

I. INTRODUCTION

The State Bar of California (“the State Bar”), created in 1927 by the Legislature and adopted into the California Constitution in 1960, is a public corporation within the judicial branch of state government. The primary purpose of the State Bar is to serve as an administrative adjunct to the California Supreme Court in all matters pertaining to the admission, discipline, and regulation of California lawyers. The State Bar Act and

California court rules vest in the State Bar the duty to regulate the legal profession, formulate and elevate educational and professional standards, raise the quality of legal services, advance the science of jurisprudence, and aid in the improvement of the administration of justice.

The State Bar is a unified, or integrated bar, and membership is mandatory for all attorneys who are licensed to practice law in the state. In addition to its mandated licensing and disciplinary and certification functions, the State Bar offers a number of other programs designed to assist, educate and protect its members and the public. The State Bar's programs are financed primarily by fees paid by attorneys and applicants to practice law. At the end of 2009, the State Bar had approximately 226,400 members, making it the largest unified state bar in the country. The State Bar has offices located in Los Angeles, Sacramento and San Francisco. More information about the organization can be found at http://calbar.ca.gov/state/calbar/calbar_home_generic.jsp?cid=10102

II. STATEMENT OF WORK

The State Bar of California is seeking janitorial maintenance and services for its 13-story office building located at 180 Howard Street, San Francisco, CA. Approximately 280 State Bar Employees and 120 tenants work in 180 Howard Street. The State Bar occupies seven office floors; two office floors are occupied by tenants of various sizes; the ground floor is occupied by retail tenants, the security desk, and the State Bar's reception area, copy center and mail room; three office floors are currently vacant. On average the building receives approximately 150 visitors per day, and also hosts large meetings several times a month. The vendor will provide janitorial maintenance and services for the entire building, excluding the ground floor retail tenants and designated State Bar storage rooms.

180 Howard Street's *gross measured area* is 222,725 square feet. Total *rentable area* is 207,593 square feet. **FOR THE PURPOSE OF THIS RFP ALL MEASUREMENTS AND CALCULATIONS ARE BASED ON RENTABLE SQUARE FEET.** Most office floors have approximately 16,600 rentable square feet. **CURRENT OCCUPIED AREA REQUIRING JANITORIAL SERVICES IS 146,356 RENTABLE SQUARE FEET.** An additional 54,330 rentable square feet are currently vacant but may become occupied at some point during the term of the contract.

A. Overview

The State Bar of California is seeking a vendor to furnish all necessary labor, supervision, equipment, supplies and administrative support necessary to:

1. Provide routine/regular janitorial/cleaning services five (5) days per week, Monday through Friday, from 5:00 p.m. through 1:00 a.m. as detailed in Attachment C: *Task Frequency Schedule – Night Crew*.

2. Provide routine/regular day porter services five (5) days per week, Monday through Friday, from 9:00 a.m. to 3:00 p.m. as detailed in Attachment D: *Day Porter Tasks Specifications*.
3. Upon request, provide day porter services for large meetings held in 180 Howard on Saturdays and/or Sundays.
4. Provide optional specialty services as detailed in Attachment A: *Itemized Cost Proposal*.

B. Supervision and Contract Administration

1. A checklist will be completed by the Vendor (crew supervisor), ensuring that all required tasks are completed on a daily basis. This checklist shall be turned in weekly to the State Bar.
2. Vendor will assign an area manager, or a designee, to visit and spot-check the work performed at 180 Howard Street, at least once every two (2) weeks. The person assigned to spot-check the premises will invite the State Bar's designee to accompany him/her during the visit. A brief meeting may follow the visit to discuss any performance issues.
3. A monthly review of Vendor's performance will be conducted between the State Bar and Vendor. Any deficiencies in performance will be delivered to the Vendor in writing.
4. Vendor's failure to provide supervision adequate to ensure compliance with policies, procedures and work specifications will be considered deficient performance.
5. The Vendor will correct, within 24 hours, deficiencies for any task stated in Attachment C: *Task Frequency Schedule – Night Crew*, and Attachment D: *Day Porter Tasks Specifications*. Should the Vendor fail to correct these deficiencies within the time stated, the State Bar may take one or more of the following actions:
 - a. Correct the deficiencies by using State Bar personnel, and bill the Vendor for the costs incurred for such correction (including, but not limited to staff time, benefits, administrative time, etc.), or deduct the costs from the Vendor's monthly bill.
 - b. Correct the deficiencies by employing an outside vendor and bill the Vendor for the costs incurred for such correction, or deduct the costs from the Vendor's monthly bill.

- c. Terminate the contract.
6. Vendor shall distribute to all employees assigned to work at 180 Howard Street a copy of Attachment C: *Task Frequency Schedule – Night Crew*. The Vendor shall give the day porter a copy of Attachment D: *Day Porter Tasks Specifications*. The Vendor shall provide the State Bar with a signed acknowledgement from all employees assigned to the State Bar's account, confirming that they have received these documents.

C. Supplies & Equipment

1. The State Bar will provide hand soap for dispensers, paper products such as roll paper towels, c-fold paper towels, dish soap, toilet paper, feminine hygiene products, trash can liners and trash bags.
2. When supplies provided by the State Bar run low, it will be the responsibility of the Vendor to alert the State Bar in a timely manner so additional supplies are ordered. The State Bar needs at least 10 (ten) business days of advance notice.
3. Except as noted in item (1) above, the Vendor will furnish all supplies and materials necessary for the adequate performance of the janitorial services. Supplies and materials include, but are not limited to, brooms, brushes, dust cloths, microfiber mops, sponges, squeegees, liquid and powder detergents, disinfectants, glass cleaners, metal and wood furniture polish, floor polish, waxes, paint/stain stripper, and any other compounds necessary to properly clean and maintain the premises. Cleaning products used must be environmentally certified green products.
4. The Vendor will provide to the State Bar Material Safety Data Sheets (MSDS) for all chemicals used or stored in the building.
5. The Vendor shall not use any material or supplies that the State Bar deems unsuitable for the purpose, or offensive or harmful to any part of the premises, its contents, equipment, employees, or patrons.
6. The Vendor shall provide and maintain all cleaning equipment needed for the performance of the requested services, including, but not limited to, buffing machines, vacuum cleaners with HEPA filters, carpet extractors, etc. Any equipment found defective will be removed from the premises by the Vendor in a timely manner.
7. The Vendor shall be responsible for keeping all equipment and tools in good repair.

8. The Vendor shall be responsible for any damage caused by its employees to the building or furnishings. The State Bar shall repair said damage and charge the Vendor for the costs.
9. Non-expendable items must be identified as the Vendor's by marking them as such in an identifiable manner.

D. Task Frequency Schedule and Use of Replacement Staff

1. Attachment C: *Task Frequency Schedule – Night Crew*, and Attachment D: *Day Porter Tasks Specifications* are defined to be a minimum expectation of cleaning frequency. Failure to complete the tasks at the frequency listed will be deemed a deficiency in performance which may lead to termination of the contract.
2. It is the intention of the State Bar to provide a level of cleanliness suitable for a “World Class Service Organization.” If the Vendor is unable to provide an appropriate level of service, the contract will be terminated.
3. The vendor will perform the required tasks using the full crew of personnel listed in the Itemized Cost Proposal, and as defined by Section II.E.1 below. If a janitor is absent, either unexpectedly or with advance notice, vendor shall attempt to provide a temporary replacement.
4. If a replacement janitor is not provided, the remaining crew must still accomplish all of the “Daily” tasks in all areas of the building. It is understood that some of those tasks may need to be performed in a less thorough manner because fewer people are performing the same tasks in the same allotted time.
5. If a replacement janitor is not provided, the State Bar will not be charged for the missed time. Under no circumstances will the State Bar be charged for hours that were not worked.

E. Staffing Considerations

1. For Evening Janitorial Services, Vendor will provide the appropriate number of crew members necessary to provide the requested services, based on 180 Howard Street's current occupancy of 146,356 rentable square feet on ten floors. As part of its proposal, Vendor shall describe a) its general criteria/processes for determining the appropriate number of janitorial crew members assigned to a building (average rentable square foot per janitor, maximum rentable square foot per janitor, etc); b) its specific proposed staffing level for 180 Howard Street; c) the rationale for that proposed staffing level; d) the reasonable range above and below

146,356 rentable square feet that could be serviced at the same proposed staffing level; and e) the occupancy level changes that would trigger a change to the appropriate staffing level.

2. If a contract is awarded to a new vendor, the State Bar may wish to retain the services of janitors or supervisors who are employed by the State Bar's current vendor, in order to benefit from those persons' experience and familiarity with State Bar operations. As part of its proposal, Vendor shall describe its willingness/ability, if awarded the contract as a new vendor, to hire persons currently employed by another vendor.
3. Vendor will provide its employees with all training necessary for the successful performance of the requested services. Training will include safety procedures; the proper use of all equipment and materials; and the proper procedures for the sorting and disposal of recyclable materials, compostable materials and waste materials. Vendor will describe its training procedures as part of its proposal.
4. Vendor must notify the State Bar of new employees assigned to the State Bar's account, at least one week before the new employee's start date.
5. Employees must obtain security clearance before being assigned to the State Bar's account. Security clearance is obtained via an FBI and California DOJ criminal history background check. The State Bar will incur the fee for the FBI and DOJ background checks.
6. Vendor must immediately notify the Stat Bar if an employee assigned to the State Bar's account is terminated.
7. The State Bar reserves the right to approve or reject the assignment of vendor's staff to its account. The State Bar further reserves the right to remove any staff member from its account, at any time and for any reason.

F. Security Considerations & Procedures

1. The Vendor will report to the State Bar, immediately upon discovery or occurrence, any vandalism, damage to the premises, burglary alarm malfunction or accidental alarm trip . The State Bar will provide Vendor with a list of emergency contact numbers.
2. The Vendor's employees will ensure that building exit doors (front doors and emergency back doors) are properly closed upon leaving the premises at the end of the shift. Alarm calls for exterior doors left open because of the Vendor's employees' negligence will result in engineering costs (four (4) overtime hour minimum charge) to secure the premises, and charges

by the Police Department and the alarm security company. These charges will be charged back to the Vendor.

3. The Vendor's employees will not prop doors open or admit anyone into the building.
4. All Vendor's employees shall wear a State Bar-issued access card visibly at all times while on the premises.
5. The Vendor's employees must never share State Bar access cards. If a Vendor's employee loses his/her access card, the Vendor will notify the State Bar immediately.
6. The Vendor's employees will comply with sign-in/sign-out procedures as dictated by the State Bar.

G. Other Considerations & Procedures

1. Vendor shall inform its employees that the use of office equipment (kitchen appliances, office copiers, computers, phones, etc.) located at 180 Howard Street is not permitted, except for emergency phone calls.
2. The Vendor's employees will break down any cardboard boxes generated by supplies, materials, or equipment used by the Vendor, as well as State Bar-supplied consumables. The janitors will place these cardboard boxes in the dumpster area for recycling.
3. As per Labor Code Section 6404.5, the Vendor's employees will not smoke in the building or within 20 feet of the building's entrance.
4. The Vendor's employees will ensure that office doors and conference room doors are left as they were found (open or closed), unless otherwise instructed by the State Bar.

III. GENERAL INFORMATION

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 60 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

Contact with State Bar personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized direct or indirect contact with any State Bar personnel may be cause for rejection of a bid.

A. Submission Requirements

To be considered responsive, a proposal must contain the following, prefaced by a table of contents, referenced by number and in the order below. Proposals may include parts of the original RFP if answering questions asked or used in tailoring a specific response, but should not be included in full unaltered form for filler. If specific submission requirements are particularly large and self-contained (i.e., annual reports, 10-k, users' guide, etc.) they may be included in a separate appendix. Proposals should not direct the evaluation team to visit online sources to obtain information, or include *to be provided after award*, or *provided upon request* clauses. Special instructions will be included for portions that must be submitted in their native format, usually .xls files (i.e., itemized cost forms, financial questionnaires, etc.).

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor.
2. Copies of business licenses, union certifications, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. The most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data. Bidders must submit Attachment B: *Vendor History Questionnaire* electronically in native .xls format to andrew.conover@calbar.ca.gov by the due date specified on page one.
4. References with contact information from a minimum of three (3) current clients in San Francisco that have used the bidder's services for the same type of facility and environment within the last 12 -18 months. Identify the nature of the clients' business; approximate square footage, number of floors and other relevant information about the site; and the length of time the vendor has serviced the account.
5. Qualifications, background and experience of the account manager and other management or supervisory staff proposed to work on the State Bar's account.
6. A description of the techniques, approaches and methods to be used in providing the requested services, including, but not limited to, a description of how the bidder monitors that all tasks are performed, follows up on performance deficiencies, and reports to the client about these matters. Sample logs, reports or forms may be included, if relevant.
7. Pursuant to II.E.1 above, a description of bidder's:

- a. general criteria/processes for determining the appropriate number of janitorial crew members to be assigned to a building (average rentable square foot per janitor, maximum rentable square foot per janitor, etc)
 - b. specific proposed staffing level for 180 Howard Street and the rationale for that proposed staffing level
 - c. the reasonable range above and below 146,356 rentable square feet that could be serviced at the same proposed staffing level
 - d. the occupancy level changes that would trigger a change to the appropriate staffing level
- 8. Pursuant to II.E.2 above, a statement as to bidder's willingness/ability, if awarded the contract as a new vendor, to hire persons currently employed by the State Bar's current vendor.
- 9. Pursuant to II.E.3 above, a description of the orientation and training provided to janitorial staff prior to assignment to a client's facility.
- 10. A detailed cost proposal, including all chargeable expenses. Bidders must submit Attachment A: *Itemized Cost Proposal* electronically in native .xls format to andrew.conover@calbar.ca.gov by the due date specified on page one. As the State Bar may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The State Bar reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
 - a. For Day Porter Services, the cost proposal should be based on the State Bar's specification of one (1) day porter janitor, for six (6) hours per day (including a 30 minute paid break).
 - b. For Evening Janitorial Services, the cost proposal should be based on the total number of supervisors and janitors required, based on the building's current occupancy of 146,356 rentable square feet on ten floors, and based on 7.5 working hours per person per day (plus an *unpaid* 30-minute meal break).
 - c. Average cost per occupied rentable square foot will be used to calculate adjustments to contract pricing resulting from future occupancy level changes.
- 11. A written acknowledgement of the acceptance of the Contracting Requirements set forth in section IV of this RFP. Specific terms may be

reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. Note that responses to questions must be specifically answered within the context of the submitted proposal. The State Bar's evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

B. Rejection of Proposals

The State Bar reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. The State Bar may or may not waive an immaterial deviation or defect in a proposal. The State Bar's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not really competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in the State Bar's opinion the information was intended to mislead the State Bar regarding a requirement of the RFP.

C. Evaluation Process and Highest Scored Bidder

An evaluation team will review, in detail, all proposals that are received to determine the Highest Scored Bidder ("HSB").

Following the initial review and screening of the written Proposals, using the selection criteria described below, several bidders may be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of any additional information as requested by the State Bar.

The State Bar reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, and cost.

During the evaluation process, the State Bar may require a bidder's representative to answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team and/or the State Bar Senior Executive Team. The State Bar may also have discussions with those bidders falling within a competitive range, and request revised pricing offers from such bidders and make an award and/or conduct negotiations thereafter.

This Request for Proposal does not commit the State Bar to awarding a Contract. Bidders shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal evaluation process. The State Bar reserves the right to reject any and all Proposals, to accept the Proposal it considers most favorable in its sole discretion, and to waive minor irregularities. The State Bar further reserves the right to seek new Proposals when such procedure is considered by it to be in the best interest of the State Bar.

1. The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.
 - a. Responsiveness of the proposal to the submission requirements set forth in the RFP (10%).
 - b. Agreement with the State Bar's contracting requirements (10%).
 - c. The technical ability, capacity, and flexibility of the bidder to perform the contracted services, in a satisfactory and timely manner and on budget, as determined by an evaluation of all materials submitted in response to Section III.A above, and as verified by, e.g., the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with the State Bar (35%).
 - d. The financial viability of the bidder as evidenced by standard financial reports (10%).
 - e. The total cost of the proposal solution. If the proposal contains itemized rates, per piece pricing, or commission-based pricing, the State Bar reserves the right to calculate total contracted cost by calculating rates using either previous known usage activity or future projected volume. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the State Bar to implement the solution over the term of the contract (35%).
2. If a large number of proposals are received, the State Bar reserves the right to review the proposals using a tiered evaluation system. All qualified proposals will be evaluated based on the Submission Requirements and

Cost, with the top candidates advancing as finalists and receiving a full evaluation as outlined above.

D. Award and Execution of Contract

Subject to the State Bar's right to reject any or all proposals, the HSB will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent to bidders on or about January 7, 2011 of the Bar's intention to award the contract to the HSB. It is anticipated that final selection of the HSB will be made by January 14, 2011. The evaluation team will select a winning proposal subject to approval by the Board of Governors. Upon selection, the State Bar and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

No contract or agreement, express or implied, shall exist or be binding on the State Bar before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the State Bar in its sole discretion, the State Bar may enter into negotiations and sign a contract with any other bidder who submitted timely, responsive and responsible proposals to this RFP.

If, after the State Bar and the HSB agree to terms and execute a contract, that contract is terminated for any reason, the State Bar may, in its sole discretion, either enter into negotiations with the next highest scored bidder, or issue a new RFP and begin the proposal process anew.

Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to andrew.conover@calbar.ca.gov.

Where written notice is required in this RFP, the notice must be sent by U.S. mail and either facsimile or e-mail.

E. Errors in the RFP

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide the State Bar with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the State Bar may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders to whom the RFP was sent.

If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP but fails to notify the State Bar of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

F. Questions Regarding the RFP

Questions regarding the RFP may be addressed in person at the pre-bid conference held at 10:30 a.m. on Monday, November 22, 2010, at 180 Howard Street (4th floor), San Francisco. Any questions after this date may be addressed writing to Mayte Diaz at mayte.diaz@calbar.ca.gov. All questions must be submitted no later than seven (7) days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive. If the State Bar concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the State Bar does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

A bidder who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The State Bar must receive any such request no later than five (5) days before the deadline for submitting proposals.

G. Addenda

The State Bar may modify the RFP prior to the date fixed for submission by posting, mailing, emailing or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar in writing no later than five (5) days before the deadline for submitting proposals.

H. Withdrawal and Resubmission/Modification of Proposals

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the State Bar in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal, provided that it is received at the State Bar no later than the deadline.

Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

I. Protest Procedure

A bidder may protest the award if it meets all the following conditions:

1. The bidder has submitted a proposal that it believes is or should have been the HSB, under the criteria set forth above;
2. The bidder believes that its proposal meets the State Bar's administrative and technical requirements, proposes services of proven quality and performance, and offers a competitive cost to the State Bar; and
3. The bidder believes that the State Bar has incorrectly selected another bidder.

A bidder qualified to protest should contact Andrew Conover, Finance Manager, (415) 538-2207, to attempt an informal resolution. If this contact is unable to resolve the protest to the bidder's satisfaction, the bidder must file a written protest within 5 days of the notice of intention to award the contract. The written protest must state the facts surrounding the issue and the reasons the bidder believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

Attention: Peggy Van Horn, Chief Financial Officer

Protests will be reviewed and decided by the State Bar's Award Protest Team within 30 days after the State Bar issues written acknowledgment of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

J. News Releases

News releases pertaining to the award of a contract may not be made without the prior written approval of the State Bar.

K. Disposition of Materials

All materials submitted in response to an RFP will become the property of the State Bar of California and will be returned only at the State Bar's option and at the expense of the bidder. One copy of each proposal will be retained for the State Bar's official files and become a public record. Specific limited pages of a proposal, not including proposed cost and compensation, may be marked as proprietary and confidential. The entire proposal cannot be deemed confidential. The bidder's consent will be requested before release of such confidential pages to non-State Bar personnel. By submitting a proposal, a bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

IV. CONTRACTING REQUIREMENTS

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

The State Bar contemplates that, in addition to the terms described above in this RFP, final agreement between the State Bar and the selected vendor will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

A. Time of Essence

Time is of the essence with respect to Vendor's performance of the services and equipment to be provided in the final agreement.

B. Warranties and Representations

Vendor warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor represents and warrants that none of its work performed under this Agreement will infringe on the rights of third parties. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty. If any of Vendor's work is found to be infringing, Vendor will correct the work to be non-infringing at no charge to the State Bar.

C. Equipment, Tools, Supplies

The Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from the State Bar. The State Bar has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform services under this agreement.

D. Indemnity Obligations of Vendor

Vendor will indemnify and defend the State Bar (including its Board of Governors, officers, director, agents, employees and volunteers, as the same may be constituted from time to time) from all claims, demands, damages, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines and attorneys' fees, whether or not litigation is actually commenced) arising out of: (i) the material breach by Vendor of any warranty, representation, term or condition made or

agreed to by Vendor; (ii) all products and services prepared by or for Vendor hereunder and provided to State Bar; (iii) any claim or action for personal injury, death or otherwise involving alleged defects in Vendor's business or any of its products or services provided to State Bar; (iv) any breach by Vendor of any statutory or regulatory obligation; (v) the actual or alleged infringement by Vendor of any patent, copyright, trademark or other proprietary right of any person or entity; and/or (vi) any act or omission of Vendor, its employees, agents or subcontractors.

E. Insurance Obligations of Vendor

The Vendor will provide and keep in full force and effect during the term of this agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and the State Bar, with an insurer reasonably acceptable to the State Bar:

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.
4. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000) and an occurrence limit of two Million Dollars (\$2,000,000).
5. Bond with a limit of at least Fifty Thousand Dollars (\$50,000.00) per employee, per incident.

The Vendor will deliver to the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: Operations, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the State Bar as an additional insured and will state that the Vendor's policy shall be primary and that any insurance carried by the State Bar shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the State Bar in the event of cancellation or

reduction in coverage or amount. If the Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, the State Bar may purchase the appropriate insurance policies and the Vendor will pay upon demand the cost of it to the State Bar or the State Bar may terminate this agreement. Additionally, if the Vendor assigns any portion of the duties under this agreement, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Vendor will immediately notify the State Bar if the Vendor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If the Vendor's commercial general liability insurance contains such restrictive endorsements, the Vendor shall have five (5) business days to remove said restrictions. If the Vendor is unable to do so, the State Bar may terminate this agreement, and will be required to give the Vendor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

F. Termination

1. **At Will.** The agreement may be terminated by the State Bar, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the State Bar.
2. **Authorization of Funds.** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the California State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Vendor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the State Bar of any further obligation, except for the State Bar's obligation to pay for services already performed pursuant to this agreement.
3. **Default by Vendor.** This agreement may be terminated by the State Bar upon fifteen (15) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is terminated due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the State Bar will have the right

to have the services completed by other parties and the Vendor will reimburse the State Bar for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, the State Bar's right to consequential damages caused directly or indirectly by the Vendor's default.

4. **Automatic Termination.** This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the agreement.

G. Confidentiality and Publicity

The Vendor will retain all information provided by the State Bar in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the State Bar. The State Bar retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

H. Compliance with Laws

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

I. Assignment/Subcontracting

1. **Assignment.** The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the State Bar, which consent may be granted or withheld in the sole and absolute discretion of the State Bar.
2. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the State Bar.

The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship

between the Vendor and its subcontractors to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

J. General Provisions

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.
2. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.
4. **Audit.** Vendor agrees that the State Bar or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the State Bar or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or

employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services pursuant to the agreement.

ATTACHMENT C
Task Frequency Schedule - Night Crew

Attachment C

	Daily	Weekly	Monthly	Quarterly	Semi-annually	Annually
<u>Private Offices</u>						
Empty recycling wastebasket and replace with new liner.	X					
Empty saddlebag wet waste units.	X					
Wash saddlebag wet waste unit.		X				
Empty shredding wastebaskets if present.	X					
Vacuum carpet.	X					
Dust all ledges and other flat surfaces within reach.			X			
Dust all counters, desks, chairs, table, file cabinets and telephones.			X			
Properly arrange furniture in offices.	X					
Spot clean and remove finger marks, smudges and scuff marks from doors, frames,						
walls and partitions.		X				
Remove fingerprints from doors and partition glass.	X					
Vacuum desk and guest chairs.			X			
Clean exterior and interior of glass sidelights.						X
<u>Open Office Areas</u>						
Empty recycling wastebaskets and replace with new liner.	X					
Empty saddlebag wet waste units.	X					
Empty shredding wastebaskets if present.	X					
Vacuum carpet.	X					
Dust all ledges and other flat surfaces within reach.			X			
Dust all counters, desks, chairs, table, file cabinets and telephones.			X			
Properly arrange furniture in offices.	X					
Spot clean and remove finger marks, smudges and scuff marks from doors, frames,						
walls and partitions.		X				

ATTACHMENT C
Task Frequency Schedule - Night Crew

Attachment C

<u>Open Office Areas (cont'd)</u>	Daily	Weekly	Monthly	Quarterly	Semi-annually	Annually
Remove fingerprints from doors and partition glass.	X					
Vacuum desk and guest chairs.			X			
<u>Restrooms</u>						
Empty waste and compost receptables and replace with new liner.	X					
Empty sanitary napkin disposal units and replace liner. Clean unit.	X					
Clean toilets and urinals including rear porcelain, bases and flush units.	X					
Clean stainless steel toilet paper, towel dispensers, shelves and receptacles.	X					
Wet mop bathroom floor.	X					
Spot clean bathroom stall partitions and doors.	X					
Thoroughly clean all areas of stall partitions and doors including						
locks and hardware and the metal bases at floor level.	X					
Clean bathroom mirrors.	X					
Clean stainless steel sanitary napkin dispenser.		X				
Spot clean bathroom walls.	X					
Thoroughly clean all bathroom walls.		X				
Strip tile floor, clean grout and reseal floor.			X			
Spot clean bathroom doors including door to the janitor's closet.		X				
Replenish paper towels and toilet paper in dispensers.	X					
Restock sanitary napkin dispenser.		X				
Thoroughly clean janitorial closet.		X				
<u>Drinking Fountains and Pantries</u>						
Clean and polish drinking fountains	X					
Clean and polish pantry sinks.	X					
Empty trash, recycling and compost receptacles and replace liners.	X					

ATTACHMENT C
Task Frequency Schedule - Night Crew

Attachment C

<u>Drinking Fountains and Pantries (cont'd)</u>	Daily	Weekly	Monthly	Quarterly	Semi-annually	Annually
Wipe down and clean pantry counters including areas under coffee makers and microwaves.	X					
Wipe down coffee maker.	X					
Clean interiors and exteriors of microwave ovens.		X				
Replace pantry sponges on floors 4-10.		X				
Discard food items from refrigerators/freezers and clean interior and exterior of unit.		X				
<u>10th Floor Lunchroom</u>						
Wipe down lunch room tables.	X					
Empty trash, recycle and compost receptacles and replace liners.	X					
Wipe down lunch room chairs and properly arrange furniture.	X					
Wipe down coffee maker and counter underneath.	X					
Clean interiors and exteriors of microwave ovens.						
Spot clean cabinets' exterior surfaces.	X					
Wipe down cabinets' interiors.					X	
Discard food items from refrigerators/freezers and clean interior and exterior of unit.		X				
Replace sponges in lunchroom.		X				
Clean ice maker interior and exterior.		X				
<u>Hallways</u>						
Vacuum hallways.	X					
Wipe down walls, remove spots and smudges.	X					
Wipe down door frames and doors.		X				
Wipe down card readers.			X			
Wipe down elevator cab doors.		X				
Wipe down elevator call button panels.	X					

ATTACHMENT C
Task Frequency Schedule - Night Crew

Attachment C

<u>Ground Floor Lobby</u>	Daily	Weekly	Monthly	Quarterly	Semi-annually	Annually
Spot clean limestone floor.	X					
Thoroughly mop limestone floor.		X				
Wipe down optical card reader turnstiles and polish stainless steel.		X				
Wipe down guard console and clean monitors.		X				
Polish granite counter top on guard console.	X					
Remove fingerprints and smudges from granite wall covering.		X				
Wipe down wooden paneling.		X				
Wipe down elevator call button panels.	X					
Wipe down stainless steel elevator cab outer doors and frames.	X					
Clean glass and hardware on front entry doors.	X					
Wipe down metal detector.		X				
Wipe down x-ray machine.	X					
Empty trash receptacles and replace liners.	X					
Empty recycling receptacles and replace liners.	X					
Clean glass wall.			X			
Vacuum slip mats.	X					
Clean slip mats.		X				
<u>State Bar Lobby</u>						
Vacuum carpet.	X					
Vacuum chair upholstery.		X				
Polish tables.	X					
Polish granite ledge near computer monitor.	X					
Dust computer monitor screen.	X					
Polish granite ledge on reception desk.	X					

ATTACHMENT C
Task Frequency Schedule - Night Crew

Attachment C

<u>State Bar Lobby (Cont'd)</u>	Daily	Weekly	Monthly	Quarterly	Semi-annually	Annually
Wipe down reception counter.	X					
Empty trash receptacles and replace liners.	X					
Wipe down wood paneling.		X				
Empty recycling receptacles and replace liners.	X					
<u>Print Shop</u>						
Wipe down work stations.			X			
Mop VCT flooring.			X			
Clean eye wash station.		X				
Wipe down built-in counters and shelves			X			
Remove paper, etc. that has fallen between counter and windows.					X	
<u>Mail Room</u>						
Empty trash receptacles and replace liners.	X					
Empty recycling receptacles and replace liners.			X			
Wipe down built-in counters and shelves			X			
Wipe down work stations.		X				
Mop VCT flooring.			X			
Clean glass doors leading to the street including hardware.		X				
<u>Elevator Cab Interiors</u>						
Polish stainless steel control panels.	X					
Polish all stainless steel including door interiors.		X				
Vacuum carpet.	X					
Clean notice holders.		X				
<u>Computer ACD Room - 5th Floor</u>						
Vacuum raised floor using appropriate technique.				X		

ATTACHMENT C
Task Frequency Schedule - Night Crew

Attachment C

<u>Computer ACD Room - 5th Floor (Cont'd)</u>	Daily	Weekly	Monthly	Quarterly	Semi-annually	Annually
Clean interior and exterior of glass windows.					X	
Wipe down counters and shelves.			X			
<u>Conference Rooms</u>						
Vacuum carpet.	X					
Wipe down counters and wood cabinets.	X					
Polish tables.	X					
Vacuum fabric walls.			X			
Adjust chairs so they are all at the same level.	X					
Empty trash, recycling and compost receptacles and replace liners.	X					
Wipe down operable walls.			X			
Wipe down conference room tables.	X					
Polish wood conference room tables.		X				
<u>Miscellaneous</u>						
Spot treat carpet spills and stains with specialty kit as needed.	X					
Mop floors of all electrical closets.				X		
Dust stairwell ledges and rails on all floors.			X			
Sweep stairwells.			X			
Mop stairwells.			X			
Mop floor and dust all storage rooms (aprox. 20).						X
Clean all overhead light fixture grids and diffusers.						X
<u>Courtrooms and SBC Reception Area - 6th Floor</u>						
Vacuum carpet.	X					
Polish counsel tables.		X				
Polish judge's bench		X				

ATTACHMENT C
Task Frequency Schedule - Night Crew

Attachment C

<u>Courtrooms and SBC Reception Area - 6th Floor (Cont'd)</u>						
Vacuum upholstered chairs.				X		
Properly arrange furniture.	X					
<u>4th Floor Boardroom Kitchen</u>						
Empty trash, recycling and compost receptacles and replace liners.	X					
Clean trash, recycling and compost receptacles.		X				
Clean kitchen counters.		X				
Wipe down coffee makers.		X				
Wipe down counter underneath coffee makers.		X				
Clean interior and exterior of microwave/convection ovens.			X			
Clean interior of dishwasher.				X		
<u>Courtyard</u>						
Empty trash cans and replace liners.	X					
Empty ashtrays.	X					
Clean trash cans thoroughly.		X				
Clean ashtrays thoroughly.				X		
Clean bike racks.				X		
Clean seismic beams on ground floor of 180 Howard courtyard.			X			
Sweep courtyard.	X					
Sweep sidewalks.		X				
Vacuum slip pads.		X				
Remove slip pads and vacuum out track at entryway.			X			
Pressure clean sidewalks surrounding full building perimeter of 180 Howard			X			
<u>(Work must be done on Saturday).</u>						

Day Porter Tasks Specifications

Building Exterior

Upon arrival, walk the perimeter of the building and sweep any existing debris.

Lobby/Reception Area

Spot clean glass walls and door handles.

Spot clean limestone floor.

Wipe down guard console and turnstiles.

Bathrooms

Spot clean bathrooms.

Replenish toilet paper and paper towel dispensers.

Empty trash/compost bins.

Offices and Common Areas

Clean up occasional spills.

Conference Rooms

Assist with clean up of conference rooms after meetings when requested.

Other Duties

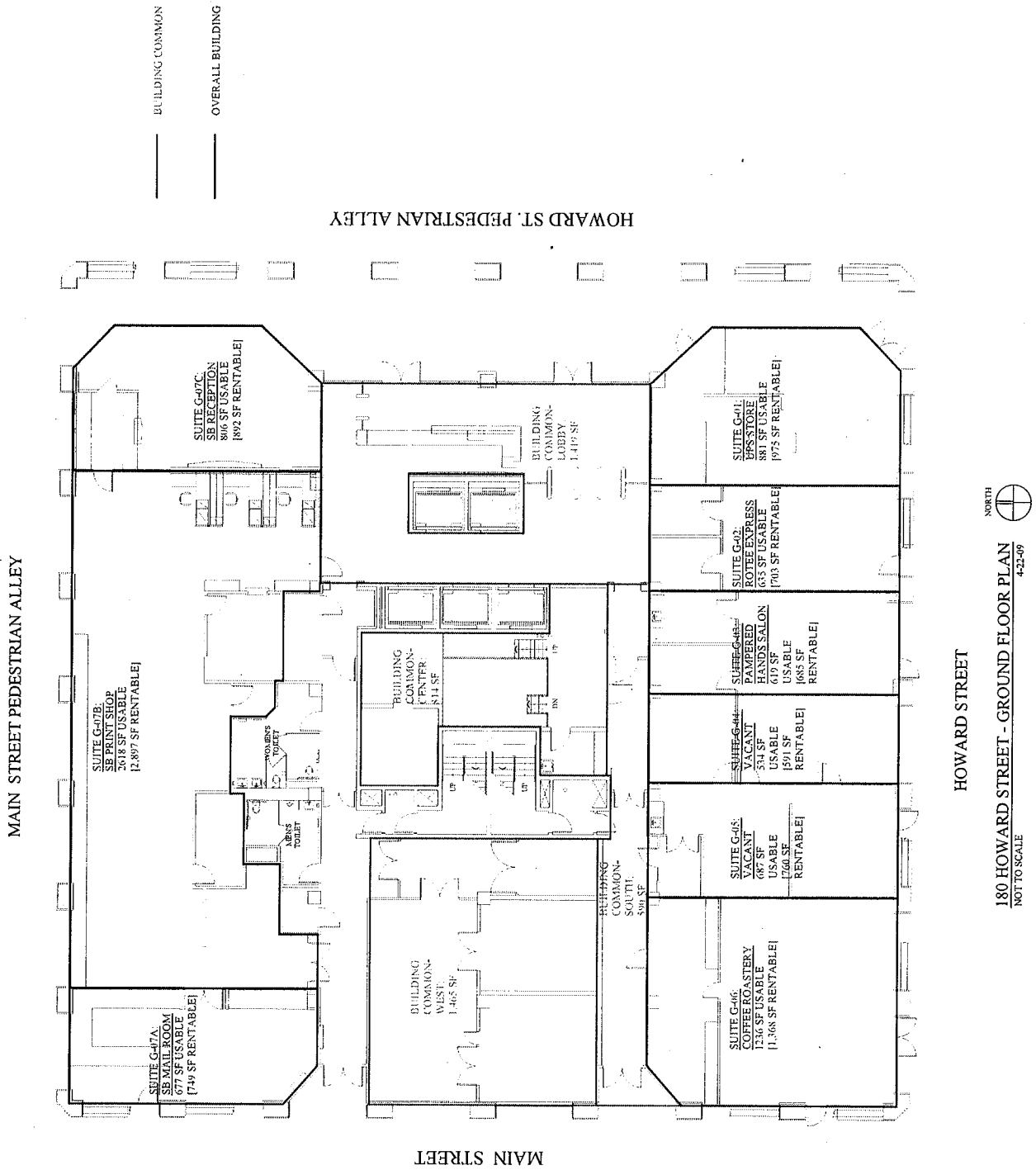
Any other janitorial duties as requested.

Health and Safety Product Specifications

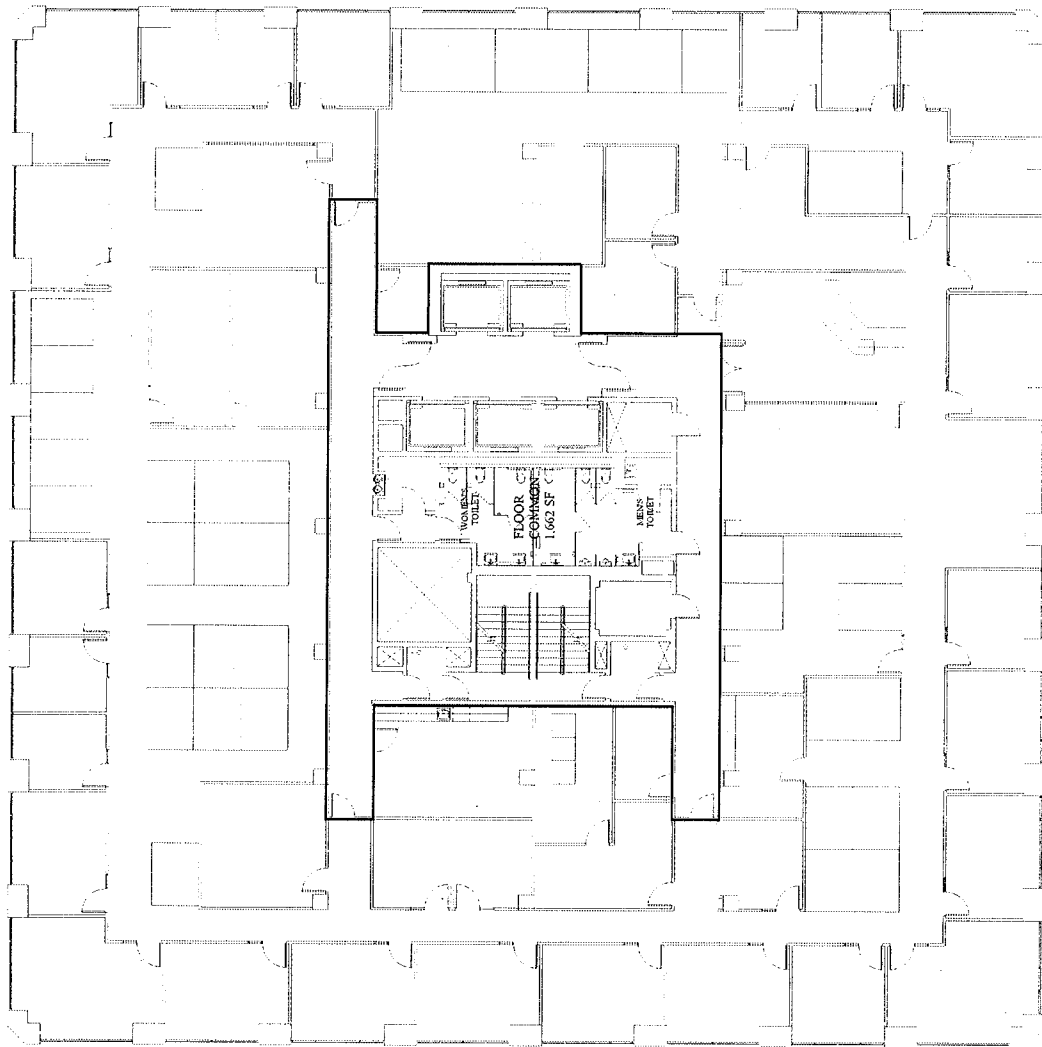
The following apply to ALL cleaning products used to perform the janitorial duties specified in this Request for Proposal (including products used to perform the Optional Specialty Services described in Attachment A: *Itemized Cost Proposal*):

1. All cleaning products need to be certified Green products.
2. The undiluted product must be non-toxic to humans.
3. The undiluted product must not contain any ingredients that are carcinogens or that are known to cause reproductive toxicity, unless present in concentrations below the applicable maximum contaminant levels in drinking water.
4. The undiluted product must not be corrosive to the skin or eyes, nor be a skin sensitizer.
5. The undiluted product must not be combustible.
6. The product as used must not contain substances that contribute significantly to poor indoor air quality. The volatile organic compound (VOC) of the product used must be less than 0.1% by weight.
7. Each of the organic ingredients must be readily biodegradable.
8. Manufacturers must identify any fragrances on their MSDS's, and they should follow the Code of Practice of the International Fragrance Association.
9. The product must not contain the following ingredients:
 - a. Alkylphenol ethoxylates
 - b. Dibutyl phthalate
 - c. Heavy metals including arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, or selenium.
10. In addition, vendors shall provide information as to whether their products contain ingredients that may be identified as asthmagens (asthma-causing agents), such as:
 - a. Monoethanolamine (CAS 141-43-5)
 - b. Tall oil or rosin (CAS 8002-26-4)
 - c. Chlorhexidine (CAS 55-56-1)
 - d. Chloramine T (CAS 127-65-01)

Floor Plans - Occupied Floors



MAIN STREET PEDESTRIAN ALLEY



HOWARD ST. PEDESTRIAN ALLEY

MAIN STREET

HOWARD STREET



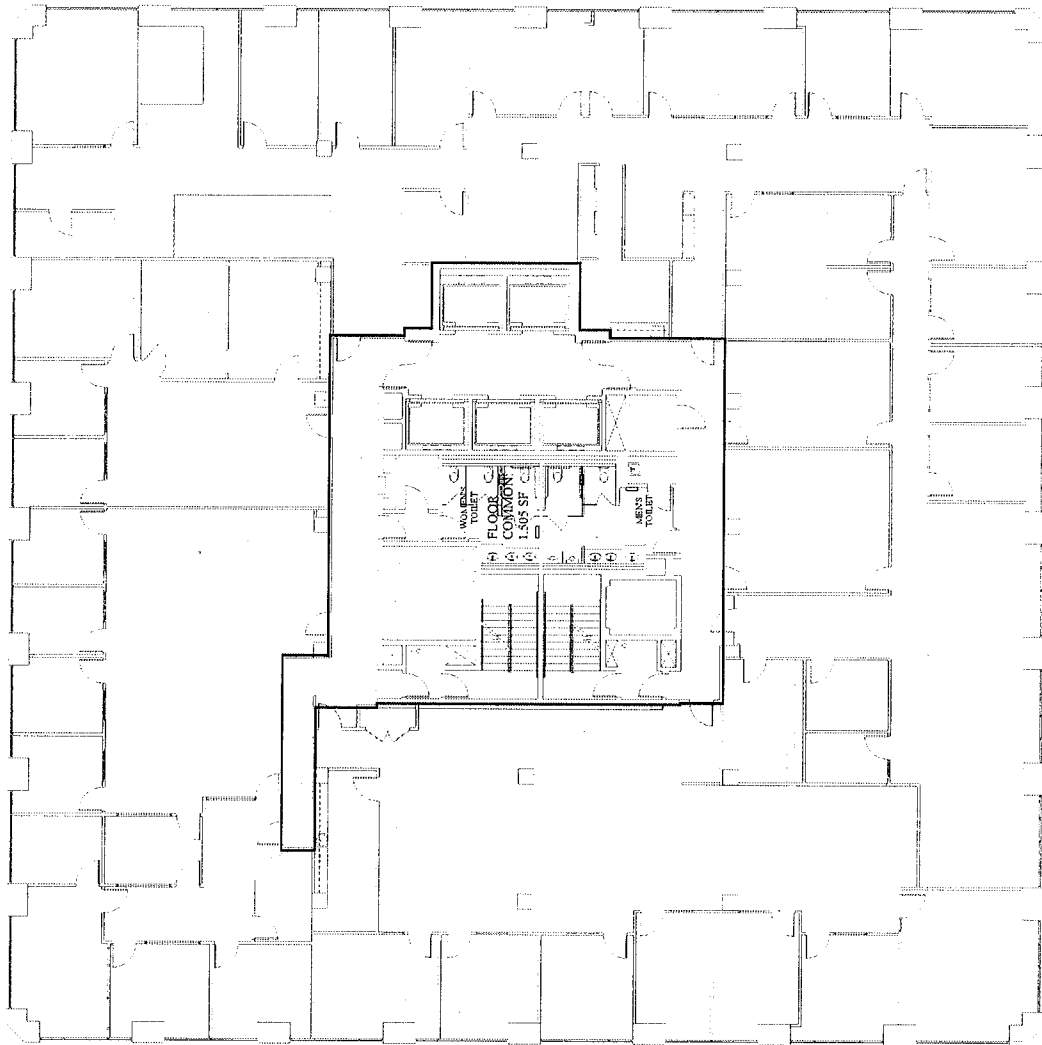
180 HOWARD STREET - 1ST FLOOR PLAN
NOT TO SCALE
4-22-09

MAIN STREET PEDESTRIAN ALLEY

LEGEND

FLOOR COMMON

HOWARD ST. PEDESTRIAN ALLEY

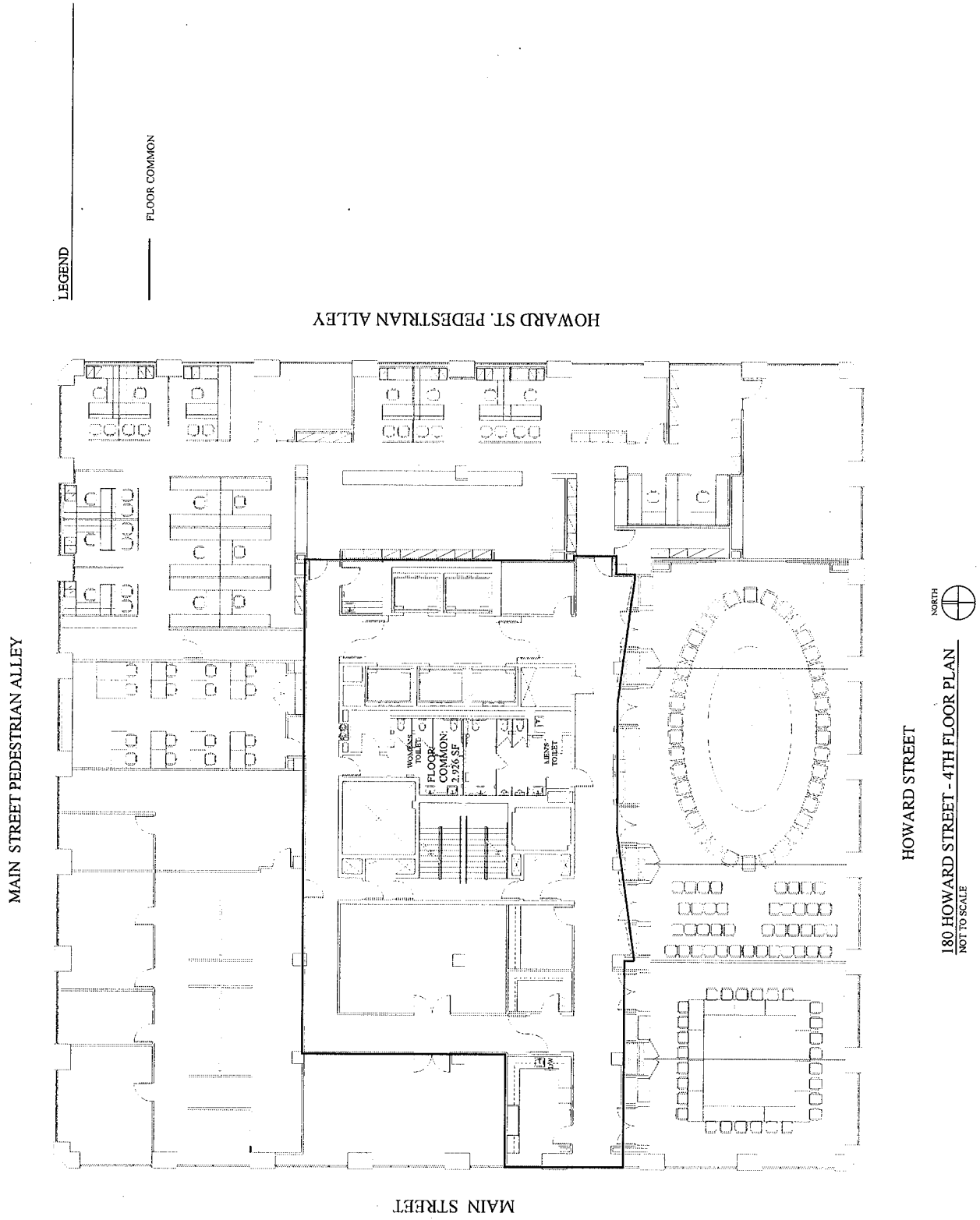


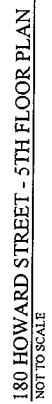
MAIN STREET

HOWARD STREET

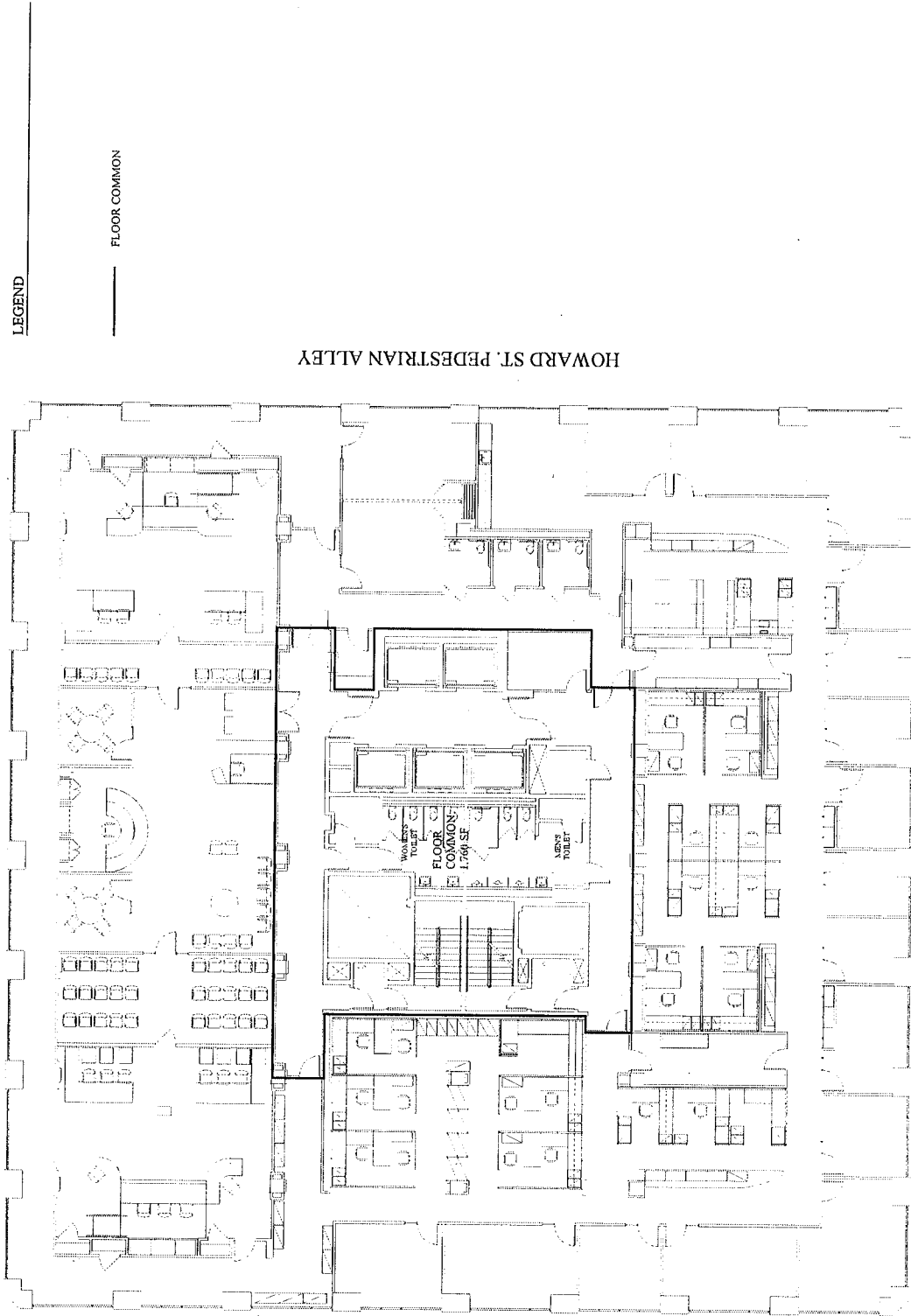


180 HOWARD STREET - 3RD FLOOR PLAN
NOT TO SCALE
4-22-09

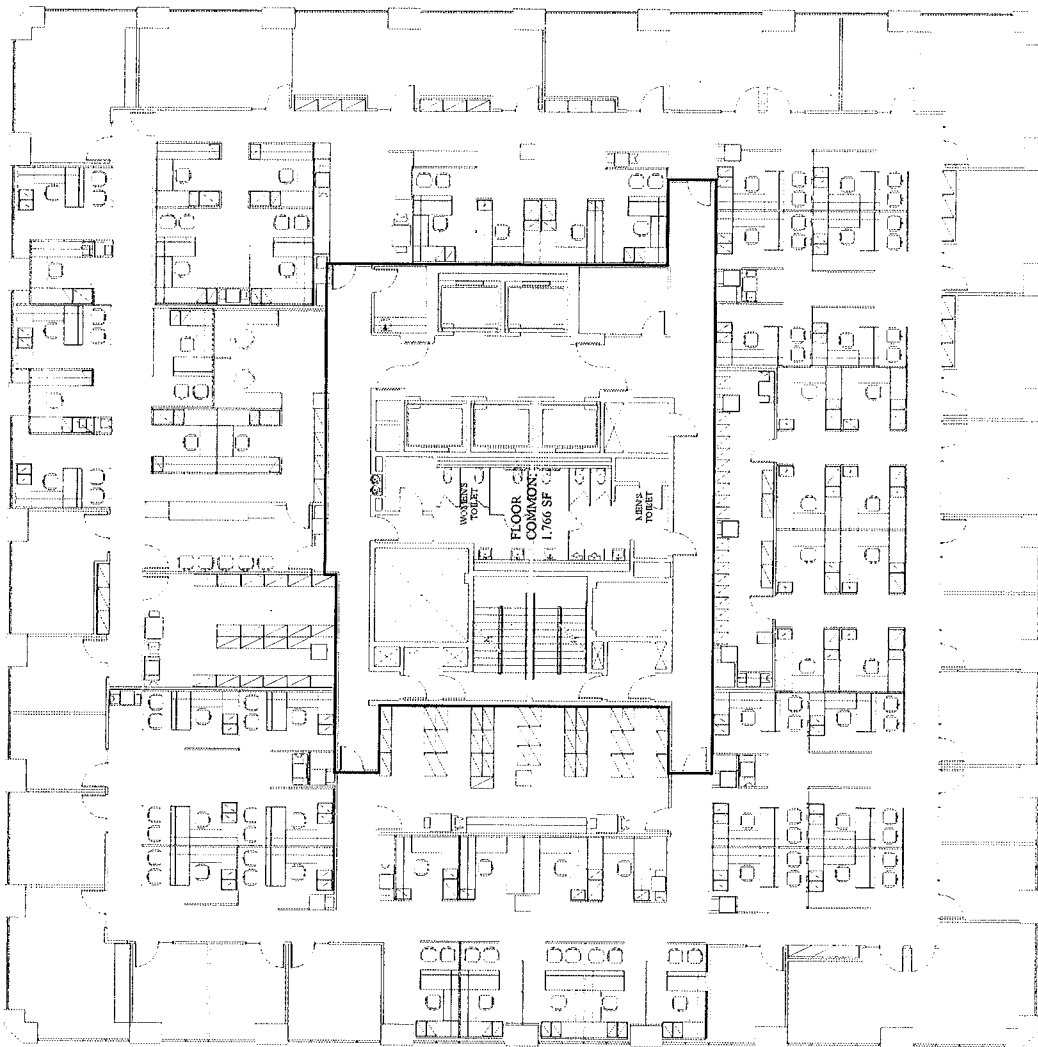




MAIN STREET PEDESTRIAN ALLEY



MAIN STREET PEDESTRIAN ALLEY



MAIN STREET

HOWARD ST. PEDESTRIAN ALLEY

LEGEND

FLOOR COMMON

HOWARD STREET



180 HOWARD STREET - 7TH FLOOR PLAN
NOT TO SCALE



