

REQUEST FOR PROPOSALS



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

RFP 38-23-006 REVISION NO. 1

1. [Section 2.0 Description of Services](#)
2. [Section 2.1 Scope of Work](#)
3. [Section 3.2 Specific Qualifications \(to address ADA\)](#)
4. [Section 9.1 Technical Proposals, subsection G](#)
5. [Attachment 2 – JBE Standard Terms and Conditions, Section 11 Insurance, Part iii Automobile Insurance](#)

REGARDING:

Shuttle Service (daily loop)

ROUND 1 PROPOSALS DUE:

February 14, 2024 (3:00 P.M.)

All times stated in RFP are Pacific Time.

66 Pages
plus Exhibits and Attachments

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1.0 BACKGROUND INFORMATION

The Judicial Branch Entity (“JBE”), the Superior Court of California, County of San Francisco (“Court”), is committed to the safety of its employees.

The Court seeks proposals from highly qualified vendors with expertise in providing looped shuttle bus service for employees going to and coming from work.

The JBE intends to award a one-year contract to the Bidder selected as the most responsible Bidder whose response conforms to the RFP and meets the Court’s requirements.

2.0 DESCRIPTION OF SERVICES **[REVISED]**

Contractor shall provide shuttle bus service in accordance with the specifications below.

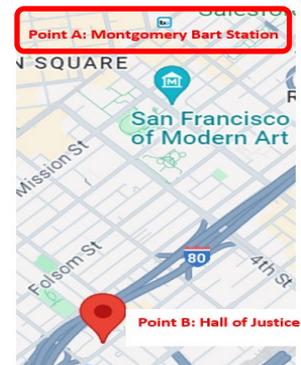
[REVISED] Approximately 60 Court employees each weekday, each direction. However, not all will travel at same time. The Court anticipates about 48 staff traveling between 6:45a and 7:30a as the ‘peak’ morning time and 4:00p-5:00p as the ‘peak’ evening time. The shuttle will make a **complete** loop during the start and end time per Direction. **Maximum wait time at Point A and at Point B, with passengers, is 5 minutes. Last pick up time in the morning is 8:45; last pick up time in the evening is 6:45.**

TABLE 1

Direction	From	To	Start Time**	End Time**
1. Morning (To work)	Point A: (At Montgomery Bart Station)*	Point B: Hall of Justice (HOJ) 850 Bryant Street San Francisco	6:00am	9:00am
2. Evening (From Work)	Point B	Point A	4:00pm	7:00pm

***[REVISED]** The Court is planning on the Bart location stop to be at 2 Montgomery Street. However, if you have experience with a better location, indicate it in your proposal. Also indicate if you already have a ‘Shuttle Stop’ permit(s), if permit is required.

****[REVISED]** Desired Shift Start/End Times, proposer should include your minimum number of hours per shift, if any.



2.1 SCOPE OF WORK **[REVISED]**

The San Francisco Superior Court ('Court') is seeking a qualified Contractor to provide shuttle bus services consisting of all aspects of shuttle operation including, but not limited to, bus provision, drivers, tracking system, and reporting. The shuttle bus services are provided to Court employees.

The current established shuttle routes will run per **Table 1 in Section 2.0**. Monday through Friday with the exception of Court-observed holidays.

The Court reserves the rights to establish the shuttle routes and to modify existing routes as may be necessary within a similar area, similar times, **and similar distance**.

Contractor must also submit monthly reports.

3.0 QUALIFICATIONS

3.1 Bidder Qualifications

A. Minimum Qualifications

- i. Bidder shall be regularly and continuously engaged in the business of providing shuttle bus services for at least three (3) years.
- ii. Bidder shall submit verification of compliance with all State of California Department of Transportation (DOT), current DOT number, and/or US Department of Transportation rules, laws, and regulations at time of submitted bid proposal.
 - a) If awarded the contract, bidder shall maintain ongoing compliance as described in part b. above and notify the Court of any changes in compliance status occurred during the term of any contract and all amendments that may result from this RFP immediately or upon request.
- iii. Bidder shall possess all permits, licenses, and credentials necessary to perform the services specified under this RFP within the City and County of San Francisco.

3.2 Specific Qualifications **[REVISED]**

- A. **[REVISED]** Bidder shall provide all aspects of the shuttle service and operation including, but not limited to, vehicle purchase or lease, vehicle cleaning, vehicle maintenance, vehicle safety, staffing, training, permitting, fueling, **compliance with Americans with Disabilities Act (ADA)**, and reporting.
- B. Bidder shall provide shuttle services between the hours stated in Table 1 in Section 2.0., Monday through Friday with the exception of Court-

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observed holidays as published annually on the Court's website:
<https://sf.courts.ca.gov/general-information/holiday-schedules>

- C. The shuttle's frequency shall be a loop in the morning and again in the evening.
- D. Bidder shall provide shuttle services in accordance with the current predetermined routes as listed in Table 1 in section 2.0 Description of Services.
- E. Bidder shall accommodate temporary routes and schedule changes on "as needed" basis when requested by Court. Court will use its best efforts to avoid such changes but will also use its best efforts to provide forty-eight (48) hours' advance notice when possible.
 - i. Bidder understands that full advance notice may not always be possible and shall use its best efforts to accommodate any requests to add/use alternate routing locations and/or reduce/extend the hours of operation.
- F. The Court will pay for the shuttle operational hours only while in service.
- G. The Court will not incur costs or pay for: daily vehicle inspections, vehicle fueling, Bidder's employee training, and tardy or missed shuttle service.
 - i. Tardy is when the shuttle is 30 minutes late or more from either the morning start time or the evening start time.
 - ii. Missed shuttle service is when the shuttle never shows up during the morning shift, the evening shift, or both.
- H. Bidder shall fully staff and deploy only qualified drivers to perform the shuttle service in an organized, professional, and efficient manner.
- I. All drivers providing the shuttle service through the Bidder, must show proof that they meet all state and federal licensing requirements in addition to the following requirements:
 - i. Is legally allowed to work in the State of California;
 - ii. shall be at least 21 years of age;
 - iii. shall possess a valid State of California Commercial Driver's license (CDL) Class B driver's license with Passenger (P) endorsements;
 - iv. shall have no more than one moving violation or accident within the past three years and no convictions for driving under the influence (DUI); and

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- v. must submit to, pass, and maintain a criminal background check, per **section 12** below.
- J. Selected Contractor shall provide the names of the proposed staff/drivers, their qualifications, and current licenses to the Court within five (5) calendar days of receiving the Notice of Award.
- K. The Court shall pay for and use the Court's vendor for background check on all drivers assigned.
- L. Selected Contractor testifies that any known activity that could alter background status, qualifications, licensing, etc. shall be immediately communicated to the Court and that staff shall be immediately removed from the driver pool if change in background check status, qualifications, licensing, etc.
- M. Selected Contractor shall make drivers easily identifiable either with a uniform or a badge. In either case, identification shall include driver's first and last name and company name/logo.
- N. Drivers shall always be respectful of others and not engage in profanity, racial, or otherwise offensive language.
- O. Selected Contractor shall ensure proper conduct of all drivers including quality customer service as deemed appropriate by the Court.
- P. Drivers shall not engage in unsafe or illegal behavior.
 - i. Drivers shall not use cell phone or other communication device while operating the shuttle unless an emergency warrants its use.
 - ii. Drivers shall refrain from using personal cell phones or other devices to take photos or recordings while on duty. **Recordings of any kind while on duty (photo, audio, or video recordings) and the posting of any recorded material on social media is strictly prohibited.**
 - iii. The Court reserves the right to remove, for any reason, Contractor employee whom the Court deems in violation of any of the rules stated in the RFP or have otherwise engaged in egregious behavior.
- Q. **Drug-Free Policy.** Selected Contractor must have a drug-free workplace policy that Drivers (and other staff that interact with Court staff) must adhere to that states Contractor's employees shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances, as defined in 21 U.S. Code § 812, including, but

not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site, (or similar language).

- R. **[REVISED] Vehicle requirements.** Selected Contractor shall provide buses/vans that are model year 2014 or newer with a minimum carrying capacity of 20 passengers.
- i. All vehicles used to transport passengers shall be in good mechanical and operating condition. At no time shall passengers be transported in unsafe equipment.
 - ii. **All shuttle vehicles must be regularly maintained and routinely inspected.** Any shuttle vehicle that is deemed to be lacking maintenance or as unsafe, either by the Court or by others, for the transport of passengers or failed to meet standards of maintenance, repairs, cleanliness, overall appearance, **shall be removed from service immediately.** Failure to keep vehicles properly maintained and safe will result in immediate termination of contract.
 - iii. All shuttle vehicles shall be washed inside and out at least twice per month and the interior touchpoints sanitized daily (seats, seatbelts, handles, armrests, knobs, etc.).
 - iv. All shuttle vehicles that have a diesel engine must be equipped with a Diesel Particulate Filter (DPF).
 - v. **[REVISED]** All shuttle vehicles must be in compliance with Federal and State laws for operation, including all applicable safety, emissions, **and ADA** regulations.
 - vi. All shuttle vehicles shall have operating heating and air cooling systems.
 - vii. All shuttle vehicles shall be equipped with a reliable direct communication system for communication with its drivers while on the road.
 - a) The communication device shall allow drivers to respond even if standing outside of the vehicle.
 - viii. Selected Contractor shall provide an established method on each shuttle for tracking the number of passengers per stop per timeslot on a daily basis. This information shall be submitted to the Court as part of the monthly report.
 - ix. Selected Contractor shall provide details of on-board security/safety features that will be equipped with their proposed vehicles such as cameras, object sensors, etc., if any, to

ensure mechanisms are in place to increase rider safety. If none, indicate in proposal that there are no on-board security/safety features.

- x. **Court Decal.** If the Court chooses, all shuttle vehicles shall be exteriorly decorated with Court's magnetic decals for shuttle identification purposes at the Court's expense.
 - xi. **Only Court Staff Allowed.** Driver must request and see passenger's Court ID Badge before allowing access into the vehicle and will not allow access to anyone without a Court ID Badge or who cannot be identified as court staff by any other passenger.
 - xii. The Court, at its sole discretion, reserves the right to make modifications or additions to the shuttle vehicles including, but not limited to the inclusion of outreach materials such as posters, brochures, pamphlets, etc. to hardware upgrades such as on-board badge readers or cameras. Such modifications shall be at the cost of the Court and shall remain the property of the Court upon contract succession.
 - xiii. Selected Contractor shall secure an adequate number of reserved shuttle vehicles of similar size with comparable equipment stored in close proximity to Court service route to be deployed within one hour in the event of an existing vehicle goes out of service.
 - xiv. Replacement shuttle vehicle must have appropriate, temporary signage, if the Court has furnished such to vendor. Selected Contractor to notify Court in advance of a replacement vehicle to give time to receive Court signage.
- S. Selected Contractor shall designate a Field Supervisor(s) to act as a supervisor and the liaison between Court's key personnel and the Contractor's key personnel overseeing the Court's account and to be responsible for the following:
- i. immediately available on an on-call basis via cell phone number to the shuttle drivers and designated Court personnel;
 - ii. notify to the designated Court personnel when any of the shuttle vehicles are more than 10 minutes off their scheduled stop times and/or any service interruptions;
 - iii. respond in a timely manner, within two hours or less, to requests from Court management staff for follow-up with

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- appropriate action and/or recommendations on any incidents or complaints involving drivers;
- iv. keep Court management staff appraised of security issues, which affect the safety of the staff, employees, and visitors, and make appropriate recommendations for improvement;
 - v. promptly report any unusual event or emergency occurring on the shuttle route to Court and Contractor's key personnel;
 - vi. provide replacement drivers to fill in for regular drivers' sick and vacation leave with proper qualification screening by submitting written verification to designated Court personnel of the proposed replacement drivers' experience, current driver's licenses, but who has also already passed background check;
 - vii. investigate all complaints received about the shuttle driver(s), report findings, and inform Court staff of remedial action(s) taken within 72 hours of occurrence.
 - a) A driver shall be immediately removed when a complaint has been made from the Court contact to the Contractor contact and shall not return to the rotation until mutual agreement by both parties.
 - viii. ensure that incident reports and other written documentation requested are forwarded to the appropriate Court staff member in the time specified.

4.0 DELIVERABLES / REPORTS

- A. Selected Contractor shall submit the following reports throughout the term of any contract and amendments resulting from this RFP:
 - i. Activity Reports: shall be submitted on a monthly basis by the 15th of each month and containing the following details:
 - a) Number of passengers per stop and time slot;
 - b) Total passengers by stop, totaled by each route (morning/evening); and
 - c) Total mileage driven per route.
 - ii. Maintenance logs: shall be submitted on a monthly basis by the 15th of the month showing all shuttle vehicles used for the Court are in compliance with safety and maintenance regulations containing the following details:
 - a) Upkeep and Service summary; and

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b) Certification of vehicles passing monthly safety inspection.

Failure to keep vehicles properly maintained and routinely inspected for safe condition will result in immediate termination of contract.

iii. Incident Report: An incident involves the shuttle vehicle, or involves personnel (Court or Contractor), or both. The Incident Report Form shall be submitted as soon as possible after an incident occurs during the shuttle operating hours.

a) The shuttle driver shall notify the Field Supervisor immediately and complete the Court's Incident Report Form (Sample Report attached as RFP Exhibit A) in addition to the Contractor's Incident Report and Activity Log, which Contractor is required to have.

b) The Field Supervisor shall notify the designated Court personnel immediately of the incident and forward the incident report within 24 hours of the incident.

B. Selected Contractor shall fulfill the following deliverables:

i. Guaranteed Performance:

a) maintain compliance with all State of California Department of Transportation and US Department of Transportation rules, laws, and regulations, ongoing compliance shall be adhered to;

b) notify Court designee of any changes in compliance immediately or upon request;

c) maintain compliance with California Air Resources Board (CARB) emissions regulations and shall provide validation of such compliance upon request to Court designee of any changes in compliance immediately or upon request; and

d) grant the Court the right to inspect Contractor's place of business prior to award or at any time during the contract term or any extension thereof, to aid Court designee in determining Contractor's capabilities and qualifications.

ii. Account Management/Support:

a) deliver customer service with familiarity to the Court requirements and standards;

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- b) provide a dedicated and competent Account Manager who shall be responsible for the Court account and contract, including but not limited to, receiving Court orders and being the main point of contact for all issues relating to any invoice or contract or amendment provision that may arise pursuant to this RFP;
 - c) provide adequate and competent support staff that shall be able to service the Court during normal working hours, Monday through Friday, holidays excepted. Such representative(s) shall be knowledgeable about the contract, services offered and able to identify and resolve quickly any issues including but not limited to service, drivers, and invoicing problems.
 - d) ensure that every driver operating the shuttle is trained on tracking activities performed for accuracy in reporting.
- C. Contractor shall modify its tracking account to adhere to Court reporting standards if requested by Court.
- D. Court will not pay any invoice received that is not accompanied by the required reporting in conformity with the requirements of this RFP.

5.0 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. All times are Pacific Time.

Due to the possibility of numerous responses, the Court might need to utilize a two-phase process that will eliminate proposers in Round 1, based on the Round 1 Criteria.

EVENT	DATE
RFP issued	January 26, 2024
Deadline for questions, 3:00 P.M.	February 2, 2024
Questions and answers (FAQs) posted on Court website (estimated), by COB	February 6, 2024
Protest Deadline, 3:00 P.M.	February 8, 2024
Round 1 Proposal Due Date, 3:00 P.M.	February 14, 2024
Round 1 proposal evaluations completed	February 20, 2024

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EVENT	DATE
Interviews, if needed	Next one or two business days
Round 2 Proposal Due Date: 3:00 p.m. (if needed)	February 26, 2024
Round 2 proposal evaluations completed (if needed)	March 4, 2024
Notice of Intent to Award (NOI) posted on Court website, estimated (Sooner if no Round 2)	2 business days after final evaluation completion
Notice of Award (NOA), estimated (sooner if no Round 2)	Five Days after NOI
Contract start date, estimated	Mid March 2024
Contract Term	Initial 1 year

6.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs	These rules govern this solicitation.
Attachment 2: JBE Standard Terms and Conditions (Ts&Cs)	If selected, the person or entity submitting a proposal (the “Proposer” or ‘Bidder”) must sign this JBE Standard Form agreement (the “Terms and Conditions”).
Attachment 3: Acceptance of Terms and Conditions	On this form, the Proposer/Bidder must indicate acceptance of the Terms and Conditions or identify, in Track Changes on the Ts&Cs their exceptions. Any material exception (addition, deletion, or other modification) to the JBE’s terms and conditions will render a Bid nonresponsive. Note that the JBE, in its sole discretion, will determine what constitutes a material exception.
Attachment 4: General Certifications Form	The Proposer/Bidder must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer/Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Unruh and FEHA Certification	The Proposer/Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 7: San Francisco Labor Laws Certification	The Proposer/Bidder must complete the San Francisco Labor Laws certification and submit it with their proposal.
Attachment 8: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.
Attachment 9a: <u>DVBE Bidder Declaration</u> with instructions	The Proposer may complete this <u>Bidder Declaration</u> .
Attachment 9b: <u>DVBE Declaration</u> with instructions	The Proposer may complete this <u>DVBE Declaration</u> .
Attachment 10: Cost Proposal Budget Template	The budget portion of the Cost Proposal must be submitted only by using this template. (To accompany the Budget Justification.)
Attachment 11: References	The Proposer / Bidder must complete this form with a minimum of three references.

7.0 BUDGET AND PAYMENT INFORMATION

- A. The budget for the first year shall be fixed.
- B. Contractor shall keep a record of how many people transported per pick up time, per day, (the “Transportation Record”).

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- C. Contractor shall provide backup personnel to ensure no disruption in services.
- D. Contractor shall provide to Court all required Reports, on a monthly basis with invoice,
- E. Barring construction or other obstruction, pick up and drop off must only occur at Court-designated locations, unless modified by the Court. Passengers are not allowed to exit or enter the shuttle vehicle at any other location.
- F. Compensation for satisfactory services rendered shall be paid on a monthly basis. Court will make payment in arrears, after receipt of Contractor's properly completed invoice. Contractor shall submit an invoice and in accordance with the procedures prescribed by Court on a monthly basis and include a breakdown of charges and include the Transportation Report. After receipt of invoice, Court will approve the invoice for payment, or provide Contractor with specific reasons why any payment is being withheld, and those remedial actions required for Contractor to receive the withheld amount.
- G. The Court cannot pay any late fees. Government Code 927 et seq., requires the Court to issue payment on undisputed invoices within 45 days of receipt of an invoice. For services rendered to the satisfaction of the Court Contract Manager, Court agrees to pay to the Contractor for actual costs based on the contract and presentation of an itemized invoice as described to be submitted no later than fifteen days (15) following the end of the preceding month.

8.0 SUBMISSIONS OF PROPOSALS

- A. Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Emphasis should be placed on conformity to the RFP instructions and requirements as well as completeness and clarity of content.
- B. The Proposer/Bidder must submit its proposal in two parts, the Technical Proposal and the Cost Proposal.
 - i. The Proposer/Bidder must submit a Technical Proposal that must be signed by an authorized representative of the Proposer/Bidder. The Technical Proposal must be submitted only via email to the San Francisco Superior Court Procurement Team in PDF format and separate from the Cost Proposal. The Proposer/Bidder must include the RFP title and RFP number on first page and must include page numbering on all pages, with the cover page indicating the total number of all pages in the Technical Proposal, including the number of pages of attachments that may require be sent separately.
 - ii. The Proposer must also submit a Cost Proposal that must be signed by an authorized representative of the Proposer/Bidder. The Cost

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Proposal must be submitted only via email to the San Francisco Superior Court Procurement Team in PDF format (except for Excel Budget template, if any, which must remain in Excel format) and be separate from the Technical Proposal. The Proposer/Bidder must write the RFP title and RFP number on the first page of the PDF and must include page numbering on all pages, with the cover page of the PDF indicating the total number of all pages in the Cost Proposal—and should include the number of pages in the Excel Budget template even though that will be sent as a separate document.

C. Proposals must only be delivered via email to the Solicitations eMail Box solicitationsmailbox@sftc.org by the date and time listed in the Timeline of this RFP. The subject line of the email must include RFP number, your company name, and ‘Technical Proposal’ or ‘Cost Proposal’ or ‘all proposals’ (if submitting both in same email). The CEO or Authorized designee must be copied on all emails that contain proposals Cost Proposal.

D. Late proposals will not be accepted. **It is highly recommended to submit at least 24 hours before deadline to ensure all parts received on time. The Court will not be responsible for any reason that prevented timely receipt of proposals.**

A REPLY EMAIL WILL BE SENT DURING BUSINESS HOURS AFTER RECEIPT OF PROPOSAL

IF YOU DO NOT RECEIVE A REPLY DURING REGULAR BUSINESS HOURS (USUALLY WITHIN TWO HOURS OF SUBMISSION), IT IS ADVISED TO SEND A FOLLOW UP EMAIL WITH PROPOSAL. *But remember, late proposals will not be accepted. A proposal is on time when the court receives it by the date and time specified in the Timeline of this RFP.*

E. Proposals may not be sent any other way except via email per section 7.3 above.

9.0 PROPOSAL CONTENTS *[REVISED]*

9.1 Technical Proposal *[REVISED]*

The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive. The Technical Proposal in its entirety should only be in PDF format and the total number of pages included on the first page of the Technical Proposal (to help ensure receipt of all pages).

A. **Proposer Basic Information.** The Proposer’s name, address, telephone, email address, and federal tax identification number. Note that if the Proposer is a sole proprietor using their social security

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number, the social security number will be required before finalizing a contract.

- B. **Designated Representative.** Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.
- C. **References.** Use Attachment 11 'References' to include names, titles, addresses, telephone number, and email addresses of a minimum of three (3) clients for whom the Proposer has recently conducted similar services. Include how many years the service was performed for each client. The JBE may check references listed by the Proposer. Any reference who doesn't respond to inquiry may render the proposal as non-responsive.
- D. **Company Description.** A description of your company, including a description of your company's experience as it pertains to providing services similar in size, complexity, and scope.
- E. **Proposed Method to Complete the Work.**
 - i. Explain how you propose to provide the necessary shuttle service including minimizing/eliminating disruptions in service.
 - ii. Proposer shall describe the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and resolution. The description should include, but not be limited to the following, contact process, internal procedures to track customer service issues, concerns and resolution, and escalation process.
- F. **Acceptance of the Terms and Conditions.**
 - i. On Attachment 3, the Proposer/Bidder must check the appropriate box and sign the form. If the Proposer/Bidder marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer/Bidder must also submit (a) a red-lined version of the Terms and Conditions in Track Changes that implements all proposed changes, and (b) a written explanation or rationale (as a Comment in the red-lined document) for each exception and/or proposed change. Proposed changes can only be communicated in this manner in order for the proposed changes to be considered. Failure to

submit changes via a red-lined version with explanation for each change may deem the proposal as non-responsive.

- iii. Any **material exception** (addition, deletion, or other modification) to the JBE's terms and conditions will render a Bid nonresponsive. The JBE, in its sole discretion, will determine what constitutes a material exception.

G. Certifications, Attachments, and other requirements. [REVISED]

- i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
- ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
- iii. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 6) and submit the completed certification with its bid.
- iv. The Proposer must complete the San Francisco Labor Laws Certification (Attachment 7) and submit the completed certification with its proposal.
- v. 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.
- vi. **Licenses.** Copies of the Proposer's (and any subcontractors') current business licenses including license to conduct business in San Francisco.
- vii. **[NEW]** Proposer must include copies of last six months of vehicle safety inspection reports as well as last six months of vehicle maintenance reports.

9.2 Cost Proposal and Pricing

9.2.1 Cost Proposal

The following information must be included in the Cost Proposal.

- a. **Budget.** Using Attachment 10 Cost Proposal, submit a detailed, line-item budget showing the cost breakdown of all charges and total cost of the proposed services. The worksheet shall include the information below and the budget must be in Excel format only. (Okay to convert Attachment 10 to PDF but Attachment 10 in Excel format must also be submitted). All calculations must use formulas—no manual or copied entries without formula will be accepted.
- b. **Budget Justification.** On a separate document, a full explanation of all budget line items in a narrative titled “Budget Justification.” This section shall also identify any potential or anticipated changes due to anticipated increases in subsequent years, if any. Additionally, the proposer must describe how future price increases will be minimized and capped, and how both increases and decreases will be passed on to the Court should this arise.
- c. Proof of financial solvency or stability (e.g., balance sheets and income statements). Okay to submit as separate PDF document with ‘CONFIDENTIAL’ marked on each page. These documents will be kept from the public.

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

9.2.2 Pricing

- A. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
- B. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the Court.
- C. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
- D. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and Court only after completion of the initial term.
- E. Taxes and freight charges:

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- i. The Court is soliciting a total price for this project. The price quoted shall be the total cost the Court will pay for this project including all taxes (excluding Sales and Use taxes) and all other charges.
 - ii. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, insurance, workers' comp, costs of bonds, or for any other purpose, except taxes legally payable by Court, will be paid by the Court unless expressly included and itemized in the bid.
- F. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- G. Price quotes shall include any and all payment incentives available to the Court.
- H. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
- I. Federal and State minimum wage laws apply. The Court has no requirements for living wages. The Court is not imposing any additional requirements regarding wages.

10.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the final 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 CRITERIA / SELECTION COMMITTEE

Depending on the number of Proposals received by the Court, there may be a need to conduct two rounds of evaluations to reduce the number of proposals to three or four. Both the Technical Proposals and Cost Proposals will be evaluated in Round 1.

TWO-PHASE APPROACH. If the two-phase approach will be used, Round 1 will be scored on a 5-point basis. The three or four Proposers/Bidders with a minimum preliminary score of 4 will pass Round 1 and then may have an opportunity to be interviewed by the Court to clarify aspects of their Proposal. If there are more than 4 Proposers/Bidders with a minimum preliminary score of 4, then the 4 with the lowest cost will proceed to Round 2. If any Proposer/Bidder that passes Round 1 is given an opportunity to submit a revised Proposal, including a revised Cost Proposal, then the others who passed Round 1 will also have an opportunity to revise their Proposals and submit again for Round 2. All Bidders will be notified of the short list (Round 2)

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participants; however, the preliminary scores at that time will not be communicated to Bidders. All other Bidders will be deemed eliminated from the process.

SINGLE PHASE APPROACH. If the Court does not receive more than four proposals, then the Court will not need to eliminate Proposers in a 'Round 1.' However, if the two-phase approach is used, only the Bidders meeting the short list criteria (a score of 4 or 5) will proceed to the next phase.

Cost Proposals. Although Cost is not the main criteria in determining which vendor is the best fit for the Court, the Cost Proposals will be evaluated during Round 1 to eliminate any Cost Proposals that are too high or too low.

Selection Committee. The Selection Committee may be composed of Court staff and other parties that may have expertise or experience in shuttle services. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidder should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the Court's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the Court intends to award a contract to the Bidder whose response conforms to the RFP and whose bid presents the greatest value to the Court, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the Court. The goal is to award a contract to the Bidder that proposes the Court the best quality as determined by the combined weight of the evaluation criteria. The Court may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the services being solicited.

Evaluation Criteria. Each of the Evaluation Criteria will be used in ranking and determining the quality of Bidders' proposals. If there is a two-phase evaluation, Proposers/Bidders will be eliminated based on their score of the Round 1 Criteria. If

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there will only be one round of evaluations, then the Round 1 Scoring will be skipped and only the 100-point criteria will be used to evaluate the proposals.

Proposal Screening: At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. Any proposal that is incomplete, or contains errors, or violates a rule of the RFP may be deemed non-responsive. Only those proposals without errors, omissions, or defects will be evaluated and scored. If a proposal is deemed to have errors/omissions/defects, Proposer will be immediately notified of their disqualification.

Two-phase approach: Round 1 Proposals will be evaluated according to each Evaluation Criteria listed below and scored on the zero to five-point scale outlined below. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. Those proposers with a minimum score of 4 will move to Round 2. The zero to five-point scale range is defined as follows:

ROUND 1 SCORING (ONLY IF THERE WILL BE A ROUND 2)

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in disqualification of proposal. Cost Proposal might also disqualify if unaffordable by the Court or too low.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations. Includes a Cost Proposal that the Court can afford and has realistic line-item justification.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification. Includes a Cost Proposal that the Court can afford and has realistic line-item justification.

During Round 2 (or Round 1 if there will be no Round 2), the Court will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. The final

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maximum score for any project is 100 points, in addition to the possible 10 extra points for proposers qualifying as Disabled Veterans (maximum 10% of final score). Award, if made, will be to the highest-scored proposal. If a contract will be awarded, the Court will post an intent to award notice at www.sfsuperiorcourt.org

ROUND 2 CRITERIA AND SCORING (OR ROUND 1 IF NO ROUND 2)

	Evaluation Criteria	Weight
A.	<p>Cost: The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each Bidder's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none">1. Reasonableness (i.e., does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?);2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?); and3. Affordability (i.e., the ability of the Court to finance shuttle service). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the Court cannot afford.</p>	20 Points
B.	<p>Understanding of the Project: Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none">1. Has proposer demonstrated a thorough understanding of the purpose and scope of the project?2. How well has the proposer identified their shuttle bus equipment, ADA compliance, maintenance standards, and plan to maintain the standards of the Court?3. How well has proposer demonstrated their ability to deploy qualified drivers on contract start date?4. How well has the proposer identified pertinent issues and potential problems related to the project?5. Has well has proposer detailed how they will adhere to the designated Court routes and pickup schedules?6. Has the proposer demonstrated that it understands the deliverables the Court expects it to provide?7. Does bidder offer security features on its buses such as continuous digital recording cameras?	15 Points

C.	<p>Relevant Experience: Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. How extensive is the applicable education and experience of the personnel designated to work on the project? 3. How well has proposer demonstrated the ability and have fully functional shuttle vehicles to perform the services requested within this RFP? 4. How well does bidder explain the usage, tracking, and reporting capabilities? 	20 Points
D.	<p>Implementation Plan: An evaluation will be made of the likelihood that Bidder’s implementation plan will meet the Court’s needs. Proposer shall submit a business plan that identifies staffing levels, ability to obtain permitting, maintenance procedures, operation logs, driver training material and schedule, insurance levels, and a system in place to provide logs and other reporting required by the RFP.</p>	15 Points
E.	References (See Attachment 11)	15 Points
F.	Acceptance of Terms & Conditions	15 Points
TOTAL		100 Points
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE		
	<p>DVBE: Points equaling five percent of the Bidder’s total score, for the above Evaluation Criteria, will be added. This will be the Bidder’s <u>final score</u> for purposes of award evaluation.</p>	5%

12.0 INTERVIEWS

The JBE may conduct interviews with Proposers/Bidders to clarify aspects set forth in their proposals. The interviews, if any, will be conducted online via Teams or Zoom. The JBE will not reimburse Proposers/Bidders for any costs incurred for participating in the interview. The JBE will notify eligible Proposers/Bidders via email regarding interview arrangements. There are no points for interview participation, but failure to appear at a scheduled interview could deem proposer as non-responsive.

13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive. Eligibility for and application of the DVBE incentive is governed by the Judicial Council’s DVBE Rules and Procedures.

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Proposer will receive a DVBE incentive if, in the Court's sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive an extra percentage is added to final score. To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS"). If Proposer wishes to seek the DVBE incentive: 1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 9a). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration. 2. Proposer must submit with its proposal a DVBE Declaration (Attachment 9b) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, if allowed in the RFP, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS. Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive. If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Judicial Council's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the Judicial Council approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

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

(<https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>), promptly upon completion of the awarded contract, and by no later than the date of submission of Proposer's final invoice to the Judicial Council. If the Proposer fails to do so, the Judicial Council will withhold \$10,000 from the final payment or withhold the full payment if it is less than \$10,000, until the Proposer submits a complete and accurate post-contract certification form. When a Proposer fails to comply with the post-contract certification requirement in this section and a payment withhold is applied to a contract, the Judicial Council shall allow the Proposer to cure the deficiency after written notice. Notwithstanding the foregoing or any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Proposer refuses to comply with the certification requirements, the Judicial Council shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A

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MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

14.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The 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 will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the 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. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

15.0 NOTICE OF INTENT TO AWARD

At the conclusion of the RFP response evaluation process (“Evaluation Process”), all Bidders will be notified in writing by e-mail of the contract award recommendation, if any, by the San Francisco Superior Court Procurement Team. The document for this notification is the Notice of Intent to Award.

The Notice of Intent to Award will state the name of the Bidder that is recommended for contract award.

16.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the JBE to receive a solicitation specifications protest is stated in the RFP Timeline. Protests must only be sent to the Solicitations Email Box: solicitationsmailbox@sftc.org.

17.0 CONTACTING THE COURT

All contact during this RFP shall only be through the Court’s solicitation email solicitationsmailbox@sftc.org (or during an interview, if any). Bidder shall neither contact nor lobby the Court. Attempts by Bidder to contact and/or influence members of the Court or the CSC may result in disqualification of Bidder.

18.0 RIGHT TO CANCEL RFP / REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.
- C. The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the proposal.

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EXHIBIT A -- INCIDENT REPORT

Superior Court of California, County of San Francisco

Date submitted to Court:

SHUTTLE INCIDENT/ INJURY/ PROPERTY DAMAGE REPORT

INSTRUCTIONS : NOTIFY COURT THE SAME DAY AS THE INCIDENT VIA EMAIL.
THEN SUBMIT WRITTEN REPORT WITHIN 24 HOURS OF
OCCURRENCE.

NAME OF VENDOR	NAME OF DRIVER (First and Last)	VENDOR TELEPHONE NUMBER ()
VENDOR ADDRESS	CITY, STATE, ZIP	

ALL THOSE INVOLVED <i>(One name per line, first and last name)</i>	DATE & TIME OCCURRED	CHECK ONE		INCIDENT LOCATION
		VENDOR	COURT	

TYPE OF INCIDENT *(Check all that apply)*

VEHICLE ACCIDENT

- No known injuries
- Injury to Driver
- Minor injury (Court staff) - No medical sought
- Injury (Court staff) - Medical sought
- Other *(explain)*

COURT PERSONNEL

- Aggressive Act to Passenger
- Aggressive Act to Driver
- Theft
- Property Damage
- Other *(explain)*

DESCRIBE EVENT OR INCIDENT (INCLUDE DATE, TIME, LOCATION, PERSONS INVOLVED, NATURE OF INCIDENT, ANY ANTECEDENTS LEADING UP TO INCIDENT, AND HOW SHUTTLE VENDOR / COURT PERSONNEL AFFECTED, INCLUDING ANY INJURIES):

PERSON(S) WHO OBSERVED THE ACCIDENT/INJURY/INCIDENT

EXPLAIN WHAT IMMEDIATE ACTION WAS TAKEN (INCLUDE PERSONS CONTACTED):

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MEDICAL TREATMENT NECESSARY? YES NO UNKNOWN IF YES, DESCRIBE INJURY AS YOU WITNESSED IT:

WHERE ADMINISTERED:

ADMINISTERED BY:

FOLLOW-UP TREATMENT, IF ANY:

ACTION TAKEN OR PLANNED (BY WHOM AND ANTICIPATED RESULTS):

SHUTTLE SUPERVISOR COMMENTS:

NAME OF ATTENDING PHYSICIAN, IF KNOWN

REPORT REVIEWED BY (Shuttle):	SHUTTLE VENDOR NAME AND TITLE	DATE
REPORT REVIEWED BY (Court):	COURT STAFF NAME AND TITLE	DATE

AGENCIES/INDIVIDUALS NOTIFIED (SPECIFY NAME AND TELEPHONE NUMBER)

MEDICAL

LAW ENFORCEMENT

OTHERS

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

1. COMMUNICATIONS WITH THE JUDICIAL BRANCH ENTITY (“JBE”) REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to the Solicitations Email Box, **solicitationsmailbox@sftc.org**. Proposers must include the RFP Number in subject line of any communication as well as company name.

2. QUESTIONS REGARDING THE RFP

Proposers interested in responding to the RFP may submit questions via email to the contact above on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the JBE’s responses will be made available prior to the proposal due date and time.

4. ERRORS IN THE RFP

A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the JBE via email to the Solicitations Email Box and request modification or clarification of the RFP. Without disclosing the source of the request, the JBE may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.

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

5. ADDENDA

A. The JBE may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer’s responsibility to inform itself of any addendum prior to its submission of a proposal.

B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the JBE via email to the Solicitations Email Box no later than one business day following issuance of the addendum.

6. WITHDRAWAL AND RESUBMISSION / MODIFICATION OF PROPOSALS

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A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the JBE via email to the Solicitations Email Box of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the JBE no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

7. ERRORS IN THE PROPOSAL

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

8. RIGHT TO REJECT PROPOSALS

D. Before the proposal due date and time listed in the timeline of the RFP, the JBE may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the JBE may reject all proposals and cancel the RFP if the JBE determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the JBE.

E. The JBE may or may not waive an immaterial deviation or defect in a proposal. The JBE's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the JBE reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the JBE's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

F. The JBE reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the JBE or the State of California responsible for the cost of preparing the proposal.

D. Proposers are specifically directed **NOT** to contact any JBE personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any JBE personnel or consultants may be cause for rejection of the Proposer's proposal.

9. EVALUATION PROCESS

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

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

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- C. During the evaluation process, the JBE may require a Proposer's representative to answer questions or provide additional documentation with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two JBE employees. The JBE will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

10. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the JBE and will be returned only at the JBE's option and at the expense of the Proposer submitting the proposal.

11. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE JBE DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is made based upon completion of tasks as provided in the agreement between the JBE and the selected Proposer. The JBE may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the JBE and the selected Proposer.

12. AWARD AND EXECUTION OF AGREEMENT

- A. The JBE is under no obligation to contract with any Proposer.
- B. Award of contract, if any, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the JBE.
- C. A Proposer submitting a proposal must be prepared to use a standard JBE contract form rather than its own contract form.
- D. The JBE will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- E. Upon award of the agreement, the agreement shall be signed by the Proposer and returned, along with the required attachments, to the JBE no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Proposer's own risk.

13. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the

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agreement. If the successful Proposer refuses or fails to execute the agreement, the JBE may award the agreement to the next qualified Proposer.

14. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court's Communications Department. You may contact the Solicitations Email Box for more information.

15. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the JBE, the Proposer offers and agrees that if the proposal is accepted, the Proposer will assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the JBE pursuant to the proposal. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the JBE shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action. (See Government Code section 4554.)

16. AMERICANS WITH DISABILITIES ACT

The JBE complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to the Solicitations Email Box.

ATTACHMENT 2—JBE STANDARD TERMS AND CONDITIONS

1. **Definitions:** The terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.
 - A. “Acceptance/Accepted” means the written acceptance issued to the Contractor by the Court after the Contractor has completed a Deliverable, Submittal, or other Agreement requirement, in compliance with the Agreement Document.
 - B. “Administrative Director” if not the Court Executive Officer refers to that individual, or authorized designee, empowered by the Court to make final and binding executive decisions on behalf of the Court.
 - C. “Amendment” means a written document issued by the Court and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a Change in Work Order Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
 - D. “Confidential Information” means (i) any information related to the business or operations of the JBE, including information relating to the JBE’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the JBE’s satisfaction that: (a) Contractor lawfully knew prior to the JBE’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.
 - E. “Contract” or “Contract Documents” constitute the entire integrated agreement between the Court and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form, including, without limitation, the Agreement and all related Exhibits and Work Orders. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “Agreement.”
 - F. “Contractor” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the Court to do the Contract Work. The Contractor is one of the parties to this Agreement.
 - G. “Court” means the Superior Court of California County of San Francisco.
 - H. “Coversheet” refers to the first page of this agreement.
 - I. “Data” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

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- J. “Day” means calendar day, unless otherwise specified.
- K. “Deliverable(s)” or “Submittal(s)” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the Court for acceptance.
- L. “JBE” refers to Judicial Branch Entity. For the purposes of this agreement, the JBE is Superior Court of California, County of San Francisco.
- M. “Key Personnel” refers to the Contractor’s personnel, whom the Court has identified and approved to perform the Work of the Agreement.
- N. “Agreement” means this Agreement that sets forth the terms and conditions under which the Court retains the Contractor and the Contractor shall provide consulting Work by executing an individual Work Order, if any, for a particular Project and for a particular Work Order Amount.
- O. “Material” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- P. “Notice” means a written document initiated by the authorized representative of either party to this Agreement and given by: i. attaching as a PDF to an email addressed to one of Contractor’s Points of Contact as identified in Exhibit C (in the contract document), ii. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- Q. “Project” refers to all activity relative to a Work Order and/or this Agreement including activity of the Contractor, its Subcontractors, the Court, or Court’s representatives in connection with the Contract Work.
- R. “Project Manager’s Designee” means an individual that may be designated in a Work Order, as updated from time to time by the Court’s Project Manager in accordance with the Standard Agreement.
- S. “Standard Agreement” means the form used by the Court to enter into agreements with other parties.
- T. “Stop Work Order” means the written Notice, delivered in accordance with this Agreement, by which the Court may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision.
- U. “Subcontractor” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Contract Documents refer to Subcontractor(s), and unless otherwise expressly stated, the term

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“Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, and suppliers.

- V. “Term” refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work.
- W. “Third Party” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Court or the Contractor, which is not a party to this Agreement.
- X. “Work” or “Contract Work” or “Work to be Performed” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution and completion of the activities related to this Agreement to the satisfaction of the Court. Work may also be defined to include Tasks, Deliverables, and/or Submittals required by the individual Work Order(s) that are performed or provided by the Contractor.
- Y. “Work Order” refers to a document that is used by the Court to authorize Work pursuant to this Agreement. Each Work Order, if any, shall include details about the nature of the Work the Contractor shall perform, the timeline for completion of the Work, budget requirements, additional reporting guidelines, or other practical details. A Work Order is authorized when the State Standard Agreement form that is the first page of the Work Order has been bilaterally executed.
- Z. “Work Order Amount” refers to the amount of funds that is encumbered via the State Standard Agreement form that is the first page of each authorized Work Order. The amount that the State may pay to the Contractor for Work provided pursuant to each Work Order shall not exceed the Work Order Amount stated therein.

2. **Services Warranty**

- A. The Contractor warrants and represents that each of its employees, consultants, independent contractors, or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting, or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder shall conform to the requirements of this Agreement in all material respects. All warranties, including any special warranties specified elsewhere herein, shall inure to the Court, its successors, assigns, the Court, and any other customer agencies or other beneficiaries of the Work provided hereunder.
- B. Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective

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manner consistent with the required level of quality and performance. Contractor warrants that each Service Deliverable will conform to and be performed in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Service Deliverable, the foregoing warranty shall commence for such Service Deliverable upon the JBE's acceptance of such Service Deliverable and shall continue for a period of one (1) year following acceptance. In the event any Service Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.

3. **Resources.** Contractor is responsible for providing any and all facilities, materials, and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
4. **Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all JBE-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.
5. **Stop Work Order**
 - A. The JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.
 - B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The JBE shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the JBE decides the facts justify the action, the

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JBE may receive and act upon a proposal submitted at any time before final payment under this Agreement.

- C. The JBE shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

6. Acceptance of Work

- A. The Court's Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Court's Project Manager shall apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings shall be resolved as set forth in this provision.
- B. Acceptance Criteria for Work ("Criteria") provided by the Contractor pursuant to this Agreement: i. Timeliness: The Work was delivered on time; ii. Completeness: The Work contained the Services, Materials, and features required in the Agreement; and iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard.
- C. The Contractor shall deliver the Work to the Court, in accordance with direction from the Court's Project Manager. The Court shall accept the Work, provided the Contractor has delivered the Work, in accordance with the Criteria in all material respects.
- D. If the Court rejects the Work provided, the Court's Project Manager shall submit to the Contractor a written rejection describing in detail the failure of the Work as measured against the Criteria. If the Court rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria. Contractor will not be paid for any rejected Services unless Contractor has corrected the stated failures within the stated cure period.
- E. If the Court's Project Manager requests further change, the Contractor shall confer with the Court's Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work shall be accepted or the question of its acceptability referred to the Court Executive Officer and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the Court's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Court Executive Officer (CEO), or his designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the CEO, or his designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the

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reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the Court may reject the Work and shall notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the Court may terminate this Agreement pursuant to the terms of Standard Provisions set forth in this contract Exhibit D. Termination does not relieve the Court of liability for wrongfully rejected Work.

G. The Court's acceptance of the Work shall not relieve the Contractor from its responsibility for the Work. The Court's acceptance shall not be deemed to be a waiver of its rights should any claims arise from the performance of the Contractor's Work.

7. Contractor's Personnel

A. Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the JBE is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.

B. The Court has the right to review resumes of the Contractor's proposed personnel prior to commencement of the Work of this Agreement. If, in the Court's reasonable opinion, any of the proposed personnel is unsatisfactory or does not meet the Court's requirements, the Contractor shall submit a different candidate for consideration.

C. The Court reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the Court under this Agreement if, in the Court's opinion, the performance of the Contractor's personnel is unsatisfactory. The Court agrees to provide Notice to the Contractor in the event it makes such a determination. If the Court exercises this right, the Contractor shall promptly assign replacement personnel, possessing equivalent or greater experience and skills.

D. If any of the Contractor's Key Personnel become unavailable during the Term(s) of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills; any substitute must be Approved by the Court's Project Manager.

E. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the Court's Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time.

F. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the Court, the Court may terminate this Agreement for cause pursuant to General Provisions, as set forth in this contract Exhibit.

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- G. Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
 - H. Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE.
8. **Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.
9. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBE if any representation and warranty becomes untrue. Contractor represents and warrants as follows:
- A. **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
 - B. **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.
 - C. **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
 - D. **No Conflict of Interest.** Contractor and any subcontractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or

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- 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- E. The Contractor and employees of the Contractor shall avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or, (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
 - F. No Interference with Other Contracts. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
 - G. No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
 - H. Compliance with Laws Generally. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
 - I. Drug Free Workplace. Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
 - J. No Harassment. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
 - K. Noninfringement. The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
 - L. Nondiscrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify

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in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

M. National Labor Relations Board Orders. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

10. **Tax Delinquency.** Contractor must provide notice to the JBE immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The JBE may terminate this Agreement immediately "for cause" if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

11. **Insurance** *[REVISED]*

A. Contractor shall provide and maintain at the JBE's discretion and Contractor's expense the following insurance during the Term:

- i. Commercial General Liability. The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
- ii. Workers Compensation and Employer's Liability. The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
- iii. *[REVISED] Commercial* Automobile Liability. ~~This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.~~

Commercial Automobile Liability Insurance shall have limits of not less than \$1,000,000 per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle

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assigned to or used in connection with the Work including, without limitation, owned, hired, and non-owned motor vehicles.

- iv. Professional Liability. This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
 - v. Commercial Crime Insurance. This policy is required only if Contractor handles or has regular access to the JBE's funds or property of significant value to the JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$1,000,000
- B. Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
 - C. Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
 - D. Deductibles and Self-Insured Retentions. Contractor shall declare to the JBE all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
 - E. Additional Insured Endorsements. Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.

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- F. **Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the JBE certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the JBE.
 - G. **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
 - H. **Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
 - I. **Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
 - J. **Consequence of Lapse.** If required insurance lapses during the Term, the JBE is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
12. **Indemnification.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other

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agreement which would bind an indemnified party, without the JBE's prior written consent, which consent shall not be unreasonably withheld; and the JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party. **COURT CANNOT AND WILL NOT INDEMNIFY CONTRACTOR. INSERTION OF LANGUAGE IN THIS SECTION IS NOT ALLOWED AND WILL BE STRUCK.**

13. Termination

- A. Termination for Convenience. The JBE may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the JBE, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
- B. Termination for Cause. The JBE may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor's drivers show a pattern of tardiness or missed service shift/date; (iii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iv) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
- C. Termination upon Death. This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
- D. Rights and Remedies of the JBE.
 - i. Nonexclusive Remedies. All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JBE immediately if Contractor is in default, or if a third-party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the JBE may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this

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Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the JBE's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

- ii. Replacement. If the JBE terminates this Agreement in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the JBE for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JBE. Contractor shall continue any Services not terminated hereunder.
- iii. Delivery of Materials. In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the JBE with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the JBE shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the JBE's termination is not for cause, the JBE shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the JBE's termination Notice.

14. Court's Obligation Subject to Availability of Funds.

- A. The Court's obligation under this Agreement is subject to the availability of authorized funds. The Court may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the Court, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, any individual Work Order or in any Amendment hereto, the Court may, upon written Notice to the Contractor, terminate this Agreement or any individual Work Order in whole or in part. Such termination shall be in addition to the Court's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation: i. The Court shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement to the extent such services are affected by the termination.

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- C. Funding for this Agreement in whole or in part through any individual Project beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement or the affected parts shall terminate by these terms without any further action of the parties at the close of the current appropriation year. The appropriation year ends on June 30 of each year.
15. **Independent Contractor.** Contractor is an independent contractor to the JBE. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBE. Contractor has no authority to bind or incur any obligation on behalf of the JBE. If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement immediately upon Notice.
16. **GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
17. **Retention of Records.** The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years after final payment under this Agreement. The Contractor is also obligated to protect Data adequately against fire or other damage.
18. **Audit.** Contractor must allow the JBE or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
19. **Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
20. **Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others

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to disclose any Confidential Information to any third party without obtaining the JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The JBE owns all right, title and interest in the Confidential Information. Contractor will notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon the JBE's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBE shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

21. **Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the JBE ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.

22. **Copyrights and Rights in Data**

A. The Court reserves the right to use and copyright, in whole or in part, any Data produced from this Agreement.

B. The Contractor agrees not to copyright any Data produced from this Agreement unless the Court gives the Contractor express permission to do so. If such permission is obtained and the Data is copyrighted, the Court shall be given an exemption that reserves for it the right to use, duplicate, and disseminate the Data without fee.

23. **Ownership of Intellectual Property.**

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- A. Unless the Contractor and the Court reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the Court's requirement (i) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to the Court shall be treated as if it were "work for hire" for the Court, and (ii) the Contractor will immediately disclose to the Court all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "Creations") made, in whole or in part, by the Contractor in the course of or related to providing services to the Court.
- B. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the Court, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the Court, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the Court. The Contractor agrees to execute any documents required by the Court to register its rights and to implement the provisions herein.
24. **Limitation on Publication.** The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the Court without prior review and written permission by the Court's Communication Director.
25. **Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
26. **Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
27. **Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the JBE is effective only if expressly agreed in writing by a duly authorized officer of the JBE. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

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28. **Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
29. **Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
30. **Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
31. **Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
32. **Time of the Essence.** Time is of the essence in Contractor’s performance under this Agreement.
33. **Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.
34. **Limitation on Court's Liability:** The Court shall not be responsible for loss of or damage to any non-Court equipment arising from causes beyond the Court's control.
35. **Use of Court or Court Provided Equipment.** Neither the Court nor the Courts shall be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees, Subcontractors or agents, even though such equipment may be furnished, rented, or loaned to the Contractor by the Court or Courts.
36. **Disputes.** If Contractor believes that there is a dispute or grievance between Contractor and the Court arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the Court’s Project Manager. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:
 - A. If the issue cannot be resolved informally with the Court’s Project Manager, Contractor shall submit, in writing, a grievance report together with any evidence to the Project Manager’s Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor’s position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the

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- Contractor, the Supervisor shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefor. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph 2, listed below.
- B. Contractor must submit a letter of appeal to the Court Executive Officer (CEO) explaining why the Project Manager's Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The CEO or designee shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the CEO or designee shall be final.
 - C. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.
 - D. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of this Agreement.
37. **Provisions Applicable to Certain Agreements.** The provisions in this section are applicable only to the types of orders specified in the first sentence of each subsection. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.
- A. **Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
 - B. **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in

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- the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.
- C. **Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D. **Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- E. **Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).
- F. **Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.
- G. **Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods.* Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable. Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact,

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- percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- H. **Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.
- I. **Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The JBE may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
- J. **DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.*

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Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

- K. **Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.
- L. **Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review

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as determined by the JBE. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

- M. **Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- N. **Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The JBE may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.
- O. **Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the JBE. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.
- P. **Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous

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contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.

Q. Small Business Preference Commitment. *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

38. **Entire Agreement.** This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized officer of the Court.

39. **Order of Precedence.** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- A. General Provisions;
- B. Contract form, and any amendments thereto;
- C. Statement of work, including any specifications incorporated by reference herein;
- D. Special terms and conditions; and
- E. All other attachments incorporated in this Contract by reference

ATTACHMENT 3—PROPOSER’S ACCEPTANCE OF TERMS AND CONDITIONS

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

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

OR

2. Proposer proposes exceptions or changes to Attachment 2. Proposer **must** also submit (i) **a red-lined version of Attachment 2** that implements all proposed changes, **and (ii) a written explanation or rationale for each exception or proposed change and the benefit to the Court.** Note that any material exception (addition, deletion, or other modification) to the JBE’s terms and conditions will render a Bid nonresponsive. The JBE, in its sole discretion, will determine what constitutes a material exception.

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

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ATTACHMENT 4—GENERAL CERTIFICATIONS FORM

Check the box below, if agreed, and sign this attachment. Please note that the JBE will reject a proposal from a Proposer that does not indicate acceptance of these clauses.

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

Suspension or Debarment. Proposer certifies that neither Proposer nor any of Proposer's intended subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

Tax Delinquency. Proposer certifies that it is not on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

Conflict Minerals. Proposer certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Proposer would provide to the JBE are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a "scrutinized company" as "a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.")

Check box to indicate acceptance of the clauses above.

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

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ATTACHMENT 5—DARFUR CONTRACTING ACT CERTIFICATION

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

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

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

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

OR

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

OR

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

CERTIFICATION FOR PARAGRAPH 3:

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

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

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ATTACHMENT 6—UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION

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

CERTIFICATIONS:

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

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

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

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ATTACHMENT 7—SAN FRANCISCO LABOR LAWS CERTIFICATION

CERTIFICATIONS:

1. Proposer certifies they are in compliance with all [San Francisco Labor Laws](#). Though laws are subject to change, Proposer certifies they will be in compliance at all times, even as changes arise.

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

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ATTACHMENT 8—PAYEE DATA RECORD

(Separate 2-page attachment)

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**ATTACHMENT 9a— DVBE BIDDER DECLARATION WITH
INSTRUCTIONS**

(Separate 5-page attachment)

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ATTACHMENT 9b—DVBE DECLARATION

(Separate 4-page attachment)

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ATTACHMENT 10—COST PROPOSAL BUDGET TEMPLATE

(See Excel template)

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ATTACHMENT 11—REFERENCES TEMPLATE

(Separate attachment)