



Superior Court of California  
 County of Santa Barbara  
 1100 Anacapa Street, 2<sup>nd</sup> Fl  
 Santa Barbara, CA 93101



REQUEST FOR PROPOSALS (RFP) NO. 2008-01  
 UNARMED SECURITY GUARD SERVICES

RFP NO: 2008-01

Date Issued: **January 30, 2008**

From:

To: (Bidder to Complete)

Superior Court of California, County of Santa Barbara  
 1100 Anacapa Street, 2<sup>nd</sup> Floor  
 Santa Barbara, CA 93101

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Submittal Contact: Ammon M. Hoenigman

Contact: \_\_\_\_\_

Email: sbsolicitation@sbcourts.org

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Acceptable Delivery Methods: Mail or Express Delivery:  Hand Delivery:  Facsimile:

E-mail: \_\_\_\_\_

**THIS IS NOT AN ORDER**

**Bid Submittal Deadline: Thursday, February 14, 2008, 3:00pm (Pacific Time)**

**Description of Requested Service**

The Superior Court of California, County of Santa Barbara is requesting proposals from highly qualified firms to provide unarmed security guard services for its Lompoc Division Court location and possibly to several other court locations in the next eighteen (18) months. The services provided shall be in accordance with the Standard Provisions and Statement of Work set forth herein. Court intends to make an award to one bidder.

**Evaluation Criteria** – Bids will be evaluated to determine the bid that offers the best value to Court. Although some factors are weighted more than others, all are considered necessary, and a bid must be technically acceptable in each area to be eligible for award. With regards to cost, Court reserves the right, in its sole discretion, to reject any bid whose price is outside of the competitive range. **The evaluation will be based upon the following criteria, listed in order of descending priority:**

- Cost/Pricing factors
- Experience and training
- References
- Adequate staff for assignment

**Bid Valid Through:** \_\_\_\_\_

**Federal Tax ID:** \_\_\_\_\_

**Bidder Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

# **BID INSTRUCTIONS**

## **1. PROCUREMENT SCHEDULE**

Court has developed the following list of key events from RFP issuance through notice of contract award. All deadlines are subject to change at Court's discretion.

<b>No.</b>	<b>Key Events</b>	<b>Key Dates and Times</b>
1	Issue RFP (Request for Proposal)	Wednesday, January 30, 2008 PST
2	Deadline for bidder requests for questions, clarifications, or modifications	Tuesday, February 5, 2008 5:00pm PST
3	Court posts addendum for questions, clarifications, or modifications	Friday, February 8, 2008 5:00pm PST
4	Bid due date and time	Thursday, February 14, 2008 3:00pm PST
5	Potential Interviews and/or Negotiation of Agreement for Services (estimated)	Wednesday, February 20, 2008
6	Notice of Award (estimated)	Monday, February 25, 2008
7	Contract Period Begins	Monday, March 31, 2008

## **2. BID SUBMITTAL REQUIREMENTS AND RESERVATION OF RIGHTS**

Bidders must submit three sets of the following documents in the **exact** following order to the Submittal Contact **via U.S. mail or express delivery with a receipt requested** to the address indicated on page 1 of this RFP so that the Submittal Contact **receives** the bid no later than the bid submittal deadline (**fax or email submittals will not be accepted**):

- 2.1. One completed copy of page 1 of this RFP.
- 2.2. One completed copy of Section A. Pricing Sheet
- 2.3. One completed copy of this RFP's Section C. Representations and Certifications.
- 2.4. On a separate sheet(s), please provide the following information:
  - A. Executive Summary - The proposal should begin with an executive summary section providing a brief statement of the nature of the organization submitting the proposal, its corporate form and history, and its general area of business experience as it pertains to providing services similar in scope to those required under this RFP and in the manner required pursuant to this RFP.
  - B. Company Experience - The next section of the proposal should include a description of the vendor's experience in providing unarmed security guard services to other courts or entities. References must be provided, including names, titles and phone numbers of individuals in each customer agency listed. Include references for a minimum of three customers for whom your company has provided similar services within the last eighteen (18) months. Please include a brief description of the scope of services provided to the customer and the duration of the contract.
  - C. A description of how you propose to meet the requirements of the Statement of Work, including the staff that will be assigned.
    - C.1 A description of the escalation process for Court and Sheriff's Office to address personnel problems, including insubordination, absenteeism, poor performance, tardiness, etc. Contractor will also describe how it will deal with unexpected absences of security personnel caused by illness, failure to appear for work, etc. to ensure the full staffing of the screening function each day.
    - C.2 A description of your plan for covering break and lunch schedules.
  - D. A copy of your training plan/schedule for unarmed security guards.
  - E. A visual depiction of uniforms including any over coats or jackets.
  - F. Company Business Information - In this section, each offeror shall submit the following information:
    - F.1 State the number of employees working in the company and breakdown their assignments by category (a company organizational chart is acceptable).

- F.2 List the number of years your company has been in business, under its present business name, providing unarmed security guard services.
- F.3 List the total annual revenue of the company, and the total shareholder or partner equity of the company as reported in the closing financial statement from the most recent fiscal year.
- G. Any exceptions you take to this RFP's General Provisions.

## 2.5. **RECEIPT OF PROPOSAL**

Proposals must be submitted and received no later than 3:00 p.m., Pacific Time, on February 14, 2008, in order to be considered. Late proposals will be returned unopened. Each offeror shall submit an original and three (3) copies of the Cost Proposal. Proposals are to be submitted, in writing, to:

Superior Court of California, County of Santa Barbara  
Procurement Specialist, Fiscal Services  
1100 Anacapa Street, 2<sup>ND</sup> Floor  
Santa Barbara, CA 93101  
RFP NO. 2008-01

A complete proposal consists of the return of this request signed by an authorized official, attachments, certifications and enclosures herein, properly and legibly executed, and responses to the informational, technical and cost sections of this Request for Proposal.

## 3 **RFP ADDENDA**

Court may modify this RFP prior to submittal deadline by providing notice to interested bidders via email. If any potential bidders determine that an addendum unnecessarily restricts its ability to bid, it must notify Court no later than three (3) business days following the date the addendum was provided. **Pricing shall reflect all addenda issued by Court. Failure to do so will permit Court to interpret the bid to include all addenda issued in any resulting Agreement.**

## 4. **REQUEST FOR CLARIFICATIONS OR MODIFICATIONS**

Bidders interested in responding to this solicitation must submit ALL questions on procedural matters related to the RFP or requests for clarification or modification of this RFP via email (including this RFP number) to [sbsolicitation@sbcourts.org](mailto:sbsolicitation@sbcourts.org) by the date and time indicated in the Key Events table in this RFP. If the bidder is requesting a change, the request must set forth the recommended change and the bidder's reasons for proposing the change. Questions or requests submitted after the deadline will not be answered. Without disclosing the source of the questions or request, a copy of all submitted questions and the Court's respective responses will be posted on the Court's website at [www.sbcourts.org](http://www.sbcourts.org).

Any explanation desired by a Contractor regarding the meaning or interpretation of the solicitation must be requested in writing with sufficient time allowed for the reply to reach Contractors before the submission of their proposals. Oral explanations or instructions will not be binding upon the Court. Any information provided to any prospective Contractor concerning the solicitation will be furnished to all prospective Contractors in an amendment to this RFP.

## 5. **AMBIGUITY, DISCREPANCIES, OMISSIONS**

If a bidder submitting a bid discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the bidder shall immediately provide notice of the problem and request that the RFP be clarified or modified. Notice shall be submitted via email to [sbsolicitation@sbcourts.org](mailto:sbsolicitation@sbcourts.org).

If prior to the bid submittal deadline a bidder submitting a bid knows of or should have known of an error in the RFP but fails to provide notice of error, the bidder shall submit a bid at its own risk, and if the bidder is awarded the purchase, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

## 6. **CONTACT WITH COURT**

All questions or comments regarding this RFP must be submitted as described above in Section 4 – Request for Clarifications or Modifications. At no time and under absolutely no circumstance shall bidders contact any other Court personnel or anyone else in the State of California Judicial Branch prior to an award. Unauthorized contact regarding this solicitation with Court personnel or anyone else in the State of California Judicial Branch regarding this project may be cause for rejection of the bidder's response.

#### **7. ACCEPTANCE OF TERMS**

The requested services will be provided pursuant to this RFP's General Terms and Conditions. Submittal of a quotation indicates that the bidder accepts these General Terms and Conditions. The Superior Court General Terms and Conditions are contained in Section E. These provisions will, by reference, become a part of any agreement resulting from this solicitation

#### **8. CONFIDENTIAL OR PROPRIETARY INFORMATION**

All materials submitted in response to this solicitation will become the property of Court and will be returned only at Court's option and at the expense of the bidder submitting the bid. One copy of the submitted bid will be retained for official files and become a public record. Any material that a bidder considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the bidder's quotation as it may be made available to the public.

#### **9. ERROR IN SUBMITTED BID**

If an error is discovered in bidder's bid, Court may at its sole option retain the bid and allow the bidder to submit certain arithmetic corrections. In determining if a correction will be allowed, Court will consider the conformance of the bid to the format and content required by the solicitation, the significance and magnitude of the correction and any unusual complexity of the format and content required by the solicitation. If prior to an award, a bidder discovers a mistake in their bid that renders the bidder unwilling to perform under any resulting Agreement, the bidder must immediately provide notice via email to [sbsolicitation@sbcourts.org](mailto:sbsolicitation@sbcourts.org). It shall be solely within Court's discretion as to whether withdrawal will be permitted.

#### **10. EVALUATION OF PROPOSALS**

The following factors, listed in descending order of importance, will be considered in the evaluation of vendor proposals. Each proposal must provide clear and sufficient detail as to enable evaluation based on these factors. Although some factors are weighted more than others, all are considered necessary, and the proposal must be technically acceptable in each area to be eligible for award.

##### **10.1. Cost Factors**

The proposal will be evaluated in terms of its overall cost to the Court, including any support that may be required to be supplied by the Court or its agents.

##### **10.2. Company Experience and Training**

The Offeror will be evaluated on its ability to successfully perform based on its financial strength, company history, experience, training methods, and success in providing like equipment and/or services to groups of similar size and complexity with similar requirements to that of the Court.

##### **10.3. References**

The proposal will be evaluated on its references in which offeror has performed like services within the past eighteen (18) months.

##### **10.4. Adequate Staff for Assignment**

The proposal will be evaluated on the offerors ability to adequately staff the current Court location, and the ability to supply adequate staffing in the future for any and all Court locations the Court deems necessary with thirty (30) days notice from Court to add additional locations.

Award will be made to the offeror who, in the opinion of the Court, will provide the best service to the Court in the most efficient and effective manner, and who will provide the best rates and terms.

THIS REQUEST FOR PROPOSALS DOES NOT COMMIT THE COURT TO AWARD A CONTRACT, TO DEFRAY COSTS INCURRED IN THE PREPARATION OF ANY RESPONSE TO THE RFP, OR TO PROCURE OR CONTRACT FOR WORK

## **11. NON-CONFORMING PROPOSALS**

Any proposal which does not comply with the requirements of this Request for Proposal (RFP) may be considered non-conforming and ineligible for consideration.

The Court may reject any or all proposals, or where provided for in the RFP, portions of proposals. The Court may reject proposals failing to conform to requirements set forth in the RFP. The Court shall reject the response of any Bidder who received any form of consideration from the Court for the preparation of the RFP, or any portion thereof. The Court shall document the Contract Record regarding any decisions to reject all proposals, indicating why rejection is in the best interest of the Court.

This RFP does not commit the Court to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services and supplies. The Court reserves the right to accept or reject any or all proposals if it is in the best interest of the Court to do so. The Court will notify all Bidders, in writing, if the Court rejects all proposals.

## **12. INTERVIEWS AND NEGOTIATIONS**

### **12.1 Interviews**

Following the initial screening of proposals, the Court reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

### **12.2 Negotiations**

If the Court desires to enter into negotiations, it will do so with one or more proposers, at its discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with other proposers or make no award under this RFP. The Court reserves the right to award contract, if any, without negotiations.

## **13. AWARD**

The Superior Court reserves the right to make an award without negotiations. Therefore, all offerors should submit their best price initially. The Superior Court also reserves the right to award a contract to those offerors determined to be most advantageous and determined to be in the Court's best interest, cost and other factors considered.

## **14. SELECTION FOR AWARD**

Firms selected for negotiation shall have demonstrated competence and professional qualifications necessary for the satisfactory performance of the required services.

## **15. APPEAL PROCEDURES**

Only proposers may appeal the recommended award. Any appeal must be in writing, contain the RFP number, and be submitted within ten (10) calendar days of the date on the Notification of Intent to Award. All appeals must be submitted to:

Superior Court of California, County of Santa Barbara  
Court Executive Office  
ATTN: RFP 2008-01  
1100 Anacapa Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101



## SECTION A PRICING SHEET

### Individual pricing for Unarmed Security Guard Services

Provide your pricing in the appropriate space in the table below to perform the Work as described in the Statement of Work in this RFP. Prices must be fixed for a period of at least (1) year, unless a change in governmental regulations, such as a change in the prevailing wage, necessitates a revision to the prices.

### System Pricing

RFP ID	LINE ITEM DESCRIPTION	PRICE
2008-01	BID prices are all inclusive, including all expenses and other costs necessary to complete the work specified.	
	Unit Rate Per Hour	\$
	Payment will be based on the actual amount of work performed. The amount of work and the type of work to be performed shall be under the direction of the Santa Barbara Superior Court.	
	<b>Total Bid Price</b>	\$

## **SECTION B PRICING SCHEDULE INSTRUCTIONS**

### **PRICING OF PROPOSAL**

This Request for Proposal (RFP) and Contractor's response(s) do not commit the Court to award, nor do they commit the Court to pay any cost incurred in the submission of response, bids, proposals or offers, in making necessary studies of designs for the preparation thereof, or procure or contract for services and/or supplies. Further, no reimbursable cost may be incurred in anticipation of award.

1. Pricing Schedules (Section A) has been provided, broken down as follows:

Section A – Individual pricing for unarmed security guard services

2. Complete all line items on the Pricing Schedule. Prices stated on each line item should be for an individual cost. **INCLUDE ALL COSTS AND COMPONENTS NECESSARY TO MEET THE FUNCTIONALITY COMMITMENTS CONTAINED IN THE OFFEROR'S PROPOSAL.**
3. **ON A SEPARATE SHEET OF PAPER**, provide an itemization and description of every cost element included within each line item priced on the Schedule. Label each with the appropriate RFP ID number found in the left hand column of the Pricing Schedule. Include an explanation of any assumptions underlying each element of cost.
4. All pricing shall be F.O.B. destination, and shall include all anticipated travel, lodging, transportation and freight, and all other expenses incidental to the performance of the requirements. Pricing must conform with California law.
5. Pricing should NOT include California sales/use tax or Federal excise tax. The Court generally is required to pay California sales/use tax, and it should be shown as a separate item on any subsequent invoicing. The Court is exempt from payment of Federal excise tax. It must NOT be included in subsequent invoicing.
6. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the proposal.
7. Offeror's pricing must be valid for a period of 90 days from the proposal closing date, and must be warranted for a period of 12 months from the contract award date.

End of Section B – Pricing Schedule Instructions



## SECTION C REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with price responses.

### 1.1 CERTIFICATE OF CURRENT COST OR PRICING

"This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this proposal, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of

(date) \_\_\_\_\_."

### 1.2 CERTIFICATE OF INDEPENDENT PRICING

(1) By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in relation to this procurement:

(2) The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other bidder or offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements.

(3) Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

(4) No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

#### CERTIFICATION:

The information furnished in Paragraph 1.1 and 1.2 is certified to be factual and correct as of the date submitted.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

End of Section C – Representations and Certifications

## **SECTION D STATEMENT OF WORK**

### **1. INTRODUCTION**

The Superior Court of California, County of Santa Barbara is soliciting proposals from qualified vendors to provide unarmed security guard services for its Lompoc Court facility located at 115 Civic Center Plaza, Lompoc, CA 93436.

### **2. GENERAL DESCRIPTION**

The Court is seeking an independent contractor to provide unarmed security guard services initially at its Lompoc facility and could possibly add up to six (6) Court locations, and eight (8) additional weapons screening stations (**WSS**), within eighteen (18) months throughout the County of Santa Barbara. Generally, each WWS consists of one (1) x-ray machine, magnetometer, and hand-held wand device. Approximately two (2) unarmed security guards will be needed at each WWS. Superior Court Office locations/services areas are identified as Attachment A, and incorporated herein by this reference. This list is non-inclusive, and new locations are subject to be added in any or all of the service areas throughout the term of the contract.

Unarmed security guards are needed in order to provide a safe, calm, secure, and peaceful environment for Court employees and clients. It is imperative that the individual security guards be able to use his/her discretion to deal with elements which do not readily fall into a specific category. Specifically, the contractor will provide two (2) civilian personnel who, under the direction of the Court's Deputy Sheriff, will:

- a. Operate the court's magnetometer and x-ray equipment to screen visitors for weapons and other contraband.
- b. Use hand held wand magnetometers to screen visitors for weapons and other contraband.
- c. Search purses, hand bags, brief cases, etc.
- d. Report any dangerous situations to sworn security staff.
- e. Provide general information to the public.
- f. Attend any required training sessions offered through the Sheriff's Office and/or the Court.

### **3. SPECIFIC REQUIREMENTS**

The purpose of this Request for Proposal (RFP) is to solicit proposals from experienced security firms interested in the provision of unarmed guard services at Santa Barbara County Superior Court facilities. The Court's requirements are listed below.

- A. Two (2) years or more experience;
- B. Licensed through the Bureau of Consumer Affairs and in full compliance with all California law and regulation governing private security services, including but not limited to the Private Security Services Act and all relevant sections of the California Business and Professions, Penal and Government Codes;
- C. Established mandatory and continuous-in-service training program provided to security guards; and
- D. Completion of thorough background checks on all security guards sent to Superior Court facilities. Sheriff's Office may conduct additional comprehensive background investigations on Contractor's security personnel.

This is a request for staff services only. The Court will provide all screening equipment (x-ray machines, magnetometers, and hand held-wand devices).

Contractor will work closely with Sheriff's sworn office personnel at the screening stations. Deputy Sheriffs will be assigned to oversee the screening operations. Security personnel will confer with the deputies as issues arise in the course of performing the screening functions.

#### **4. SCOPE OF SERVICES (SPECIFICATIONS):**

##### **TERM**

The term of the contract will be from March 31, 2008 through March 31, 2009 with an option to renew for two (2) years; executed on one (1) year renewable agreements. This Agreement is of no force or effect until signed by both parties.

The contract will require that the security firm furnish uniformed unarmed security services with the proven ability to provide the required service as written within this RFP and particularly in the following "Scope of Services":

##### **A. SECURITY FIRM SERVICE REQUIREMENTS**

1. The security firms will be required to provide unarmed guard services for security and weapons screening for approximately 9 to 10 hours per day at Court facilities, whereby security personnel assigned to each facility shall maintain strict client confidentiality at all times.
2. The security firm must also provide unarmed security guards with the ability to provide general security control; the security guard will summon the appropriate police/fire authority and/or appropriate Court personnel.
3. The security firm shall obtain from the designated facility supervisor a written authorization for clearance to work at the specified court office for all security personnel at least 24 hours before they are initially assigned (or a later change in assignment of regular personnel). The Court reserves the right to review the credentials of each assigned security guard prior to approving them.
4. The Court prohibits the use of arrest powers by security personnel; security personnel powers of arrest are no greater than that of a private citizen. Security firms shall assume full liability for any of their employees in the exercise of any police authority.
5. It shall be the responsibility of the security firm to perform a physical inspection of the facility with the site manager, to prepare a vulnerability assessment of the complex, and to coordinate a written set of instructions for security guards at each duty post. The security firm is to work with the Court's designated Facility Coordinator to develop a partnership in security and to give feedback on security issues. On-time response scenarios and situations should be included in these instructions.
6. The Security Firm Supervisor shall perform on-site visits of each security guard on duty, as a minimum, once per week per shift.
7. The average work hours per security guard is from 7:00 AM to 5:00 PM (9-10 hours per day, 5 days a week). These hours may differ from site to site. Example: There will be a couple of nights per month for Night Court between 5PM and 7PM. Security firms that receive a contract award will be required to staff each assignment with personnel that have been adequately briefed regarding the specific assignment and competently trained to handle it on a continual basis, until such time that the Court site manager determines that such staffing is no longer required or necessary.
8. Security firms that are awarded contracts must be able to collaborate effectively and receive direction from the Court's appointed designee. The firm must also provide general supervisory

authority over security guards while on duty. Each security guard must follow the written set of instructions at each post prepared by the security firm.

9. The security firm shall, at the firm's expense, have all assigned guards complete the firm's established training program, and shall make evidence of such training available upon request. In addition, the security firm must provide a copy of their training plan/schedule along with their bid.
10. The security firm shall, at the firm's expense, conduct unannounced drug screening of security guards assigned to Court facilities.
11. The Security Firm shall provide Class A uniforms to security personnel, in accordance with dress standards approved by the Sheriff's Office and the Court. The Contractor shall provide a visual depiction of uniforms as part of the proposal, including any overcoats, jackets, and head gear.

## **B. SECURITY GUARD REQUIREMENTS**

1. The Court desires a favorable image and considers it to be a major asset of a security service. The Security firm's employees' appearance, personal hygiene, attitude, courtesy, and job knowledge needs to present a favorable image. No smoking, reading unauthorized material, eating, or grooming shall be permitted while guards are in public view. No personal phone calls will be permitted, except in an emergency.
2. Security Guards shall have normal concern for their own physical safety and shall take reasonable precautions not to place themselves or others in situations which would encourage violence.
3. The Court prohibits the use of arrest powers by security personnel; security personnel powers of arrest are no greater than that of a private citizen. In cases of self-defense or citizen's arrest, security personnel shall use only that force necessary to effect an arrest or defend oneself. When necessary, the proper police authority shall be summoned. Security personnel shall always be cooperative with authorized emergency personnel, by providing assistance, while not interfering in the performance of their duties.
4. Security Guards shall use excellent discretion in dealing with situations that do not readily fall into specific categories.
5. Quality and experience of security guards and the services provided will be a critical element of the contract. All unarmed security guards shall meet the requirements (possession of a current guard registration permit) of the California State Department of Consumer Affairs, Bureau of Collections and Investigations. Membership in the American Society for Industrial Security will be considered desirable. More information concerning ASIS (American Society for Industrial Security) can be found in this website: <http://www.asisonline.org/aboutasis.html>.
6. Security Guards shall be adequately trained and experienced in their specific duties, and in addition, the use of all-purpose fire extinguishers, drug/narcotics identification, bomb threat situations, the avoidance of violent situations, and be specifically trained for each piece of security equipment carried or used.
7. Security Guards must possess and exercise strong personal interactive skills when dealing with the public.
8. Security Guard's personal appearance must be exemplary. Security Guards will be expected to keep their clothing neat, clean, and well pressed at all times. Uniforms shall not have rips,

tears, visible repairs, missing buttons, excessive tightness, or bagginess.

9. Security Guards shall monitor the X-ray machine and magnetometer equipment for any unusual or suspicious weapons and investigate as necessary.
10. Security Guards shall log and report (on a daily basis) all serious incidents to the designated facility supervisor including, but not limited to, any bomb threats, or incidents to any member of the public.
11. Security Guards shall enforce adopted Court security policies when exercising their screening functions.
12. Security Guards shall comply with all reasonable directives of the Sheriff's Deputies and/or the Court designated facility manager.

## **5. FACILITIES AND NETWORK SUPPORT**

The Court will provide the following as necessary in support of this project:

- Facilities
- All equipment – including x-ray machines, magnetometers, and hand-held wand devices

End of Section D - Statement of Work

**ATTACHMENT A**

**CAPACITY REQUIREMENTS**

<b>Courthouse Locations</b>	<b>Weapons Screening Vestibule</b>	<b>Staff Assigned</b>	<b>Additional Information</b>
Lompoc Division 115 Civic Center Plaza Lompoc, CA 93436	1 WSS	Two (2) Unarmed Security Guards	
Anacapa Division 1100 Anacapa Street Santa Barbara, CA 93101	Currently none 3 WSS's in future	Six (6) within eighteen (18) months	
Figueroa Division 118 East Figueroa St. Santa Barbara, CA 93101	Currently none 1 WSS in future	Three (3) within eighteen (18) months	
Cook Division 312 C. East Cook Street Santa Maria, CA 93454	Currently none 1 WSS in future	Two (2) within eighteen (18) months	
Miller Division 312 M- East Cook Street Santa Maria, CA 93454	Currently none 1 WSS in future	Two (2) within eighteen (18) months	
Juvenile Court 812 W. Foster Rd. Santa Maria, CA 93454	Currently none 1 WSS in future	Two (2) within eighteen (18) months	
Juvenile Court 4500 Hollister Ave. Santa Barbara, CA 93110	Currently none 1 WSS in future	Two (2) within eighteen (18) months	

1 set-up = x-ray machine, magnetometer, and hand-held wand device

For capacity planning, assume all courtrooms are active Monday through Friday, 8:30 AM to 12:00 noon and 1:30 PM to 4:30 PM.

End of Attachment A

## **SECTION E GENERAL TERMS & CONDITIONS**

### **1. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, bids, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof. This Agreement is of no force or effect until signed by both parties. Contractor shall not perform any of its obligations under this Agreement, until this Agreement is fully executed.

### **2. PERMITS, LAWS, AND REGULATIONS**

A. Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to perform the Work. Such permits and licenses will be made available to Court, upon request.

B. Contractor will promptly provide written Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

### **3. REPRESENTATIONS AND WARRANTIES**

A. Contractor represents and warrants that the following statements are true:

i. No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any Court employee or any other employee of the Judicial Branch of the State of California with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

ii. No conflict of Interest. Contractor has no interest that would constitute a conflict of interest under California Government Code section 1090 et seq., or section 87100 et seq., or under California Rules of Court 6.103 or 6.104, which restrict employees and former employees from contracting with Court or any other employee of the Judicial Branch of the State of California. Contractor further agrees that Contractor has no interest that would directly or indirectly conflict in any manner with its ability to fully and completely perform the Work.

iii. Drug-free Workplace. Contractor and Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.

iv. Labor/Collective Bargaining. Contractor and Subcontractors will provide Notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

v. National Labor Relations Board (NLRB) Certification. Within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

vi. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify the following: "Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to this Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed agreement, within the prior twelve-month period of Court employment."

vii. Compliance with Laws.

a. General. Contractor is in compliance in all material respects with all laws, rules and regulations applicable to Contractor's business and Contractor pays all undisputed debts when they come due.

b. Specific.

1. ADA. Contractor and Subcontractors comply with applicable provisions of the Americans with

Disabilities Act ("ADA") of 1990 (442 U.S.C. Sections 012101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

2. FEHA. Contractor and Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 et seq., and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 7285 et seq. Contractor and Subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin ancestry, disability, marital status, age (over 40), sex, or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or Subcontractors interact in the performance of this Work. Contractor and Subcontractors will take all reasonable steps to prevent such harassment.

B. Representations and Warranties Remain True. During the term of this Agreement, Contractor will not take an action, or omit to perform any act, that may result in a representation and warranty becoming untrue. Contractor will promptly notify Court if any representation and warranty becomes untrue.

#### **4. ASSIGNMENT OF RIGHTS, TITLE & INTEREST**

In submitting a proposal to a public purchasing body, the offeror offers and agrees that if the proposal is accepted, it will assign to the purchasing body 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 1 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, materials, or services by the offeror for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the contractor.

#### **5. TERMINATION FOR DEFAULT**

The Court may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the Court reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof. The prevailing market price shall be considered the fair repurchase price.

5.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Court, be the same as if the notice of termination had been issued pursuant to such clause.

5.2. The rights and remedies of the Court provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

#### **6. TERMINATION FOR CONVENIENCE**

The Court may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The Court shall pay the vendor as full compensation for performance until the effective date of such termination:

6.1. The unit or pro rata price for the delivered and accepted portion.

6.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor, as approved by the Court, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total agreement price.



6.3. In no event shall the Court be liable for any loss of profits on the resulting portion thereof so terminated.

## 7. **FORCE MAJEURE**

A. Force Majeure events include, but are not limited to:

- i. catastrophic acts of nature, or public enemy;
- ii. civil disorder;
- iii. fire or other casualty for which a party is not responsible; and
- iv. quarantine or epidemic.

B. The party asserting a Force Majeure event will immediately provide written Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

C. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

## 8. **DISPUTES**

8.1. Except as otherwise provided in this contract, any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.

8.2. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (3.1) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## 9. **CHANGES**

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

## 10. **INDEPENDENT CONTRACTOR, SUBCONTRACTS AND ASSIGNMENTS**

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the Court. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which the Court employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

Subcontracts and Assignments. During the term of this Agreement, Contractor shall make no subcontract or other assignment without prior written consent of Court. When consent is granted, it shall not relieve Contractor of any obligation to Court. Contractor warrants and represents that all Subcontractors will be subject to and bound by the

same terms and conditions applicable to Contractor under this Agreement. Contractor will be liable for all acts or omissions for employees, Subcontractors or other Third Party performing service under this Agreement, including any and all indemnity obligations.

## **11. ASSIGNABILITY**

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Court thereto.

## **12. INDEMNITY AGREEMENT**

**Indemnification.** CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COURT AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LOSSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES), LIABILITIES, DAMAGES, AND EXPENSES, INCLUDING INTEREST, PENALTIES AND SETTLEMENT AMOUNTS ENTERED INTO, IN EACH CASE WITH RESPECT TO ANY AND ALL THIRD PARTY CLAIMS CAUSED BY, ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION BY CONTRACTOR, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF CONTRACTOR AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSE IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THIS INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

## **13. INTEREST OF CONTRACTOR**

The Contractor covenants that it presently has no interest, including but not limited to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it.

## **14. CONDUCT OF CONTRACTOR**

- 14.1. The Contractor agrees to inform the Court of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the Court.
- 14.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.
- 14.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.
- 14.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, or entertainment either directly or indirectly to Court employees.

## **15. AUDIT & INSPECTION OF RECORDS**

- 15.1. General. The Court shall have the audit and inspection rights described in this section.

- 15.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any changes or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the Court or its agents shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 15.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of four (4) years from the date of final payment under this contract, or by 15.4 and 15.5 below:
- 15.4. Record Retention After Contract Termination. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of four (4) years from the date of any resulting final settlement.
- 15.5. Record Retention Relating to Appeal from "Disputes" Clause. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.
- 15.6. Subcontractor Clause. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the Court's prime contract.

## **16. CONFIDENTIAL INFORMATION, PUBLICITY**

- A. Confidential Information. Contractor agrees to hold in confidence the following confidential information:
  - i. The terms and conditions of this Agreement until this Agreement is fully executed;
  - ii. All information that Court discloses to Contractor; and
  - iii. All information to which Contractor gains access while providing the Work. Confidential Information does not include any information that Contractor can demonstrate has been made available to the public (other than through a breach of this Agreement). As between Contractor and Court, Court owns the Confidential Information, and Court authorizes Contractor to use it only for purposes of performing this Agreement. For example, Contractor may give Confidential Information on a "need-to-know" basis to Contractor's professional services providers or employees who have also executed confidentiality agreements that protect Court's Confidential Information to the same extent as this Section 16. Contractor may also disclose Court's Confidential Information to the extent necessary to comply with law, provided Contractor provides Court with advance written Notice.
- B. Publicity. Contractor will not make any public announcement or press release about this Agreement without Court's written approval.
- C. Specific Performance. Contractor understands a default under this Section 16 may result in irreparable damage for which no adequate remedy may be available. Accordingly, injunctive or other equitable relief will be a remedy available to Court, all without need to post bond of any nature.

## **17. PUBLICATION, REPRODUCTION & USE OF MATERIAL**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The Court shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and

other materials prepared under this Agreement shall be the property of the Court upon completion of this Agreement.

**18. RIGHT TO ACQUIRE EQUIPMENT & SERVICES**

Nothing in this Agreement shall prohibit the Court from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the Court to be in its best interest.

**19. NOTICE**

Notices. Notices under this Agreement must be in writing. Notices can be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid) to the address provided in the signature section at the beginning of this Agreement. Either party may change its address for receipt of Notice by giving Notice at any time to the other party in the manner permitted by this paragraph.

A. Under this, the Project Manager shall monitor and evaluate Contractor's performance. All requests and communications concerning this agreement shall be made through the Project Manager. Notice to the Project Manager must be in writing and shall be delivered to the appropriate following address by depositing in the U.S. mail or commercial express mail, first-class and pre-paid with return receipt requested:

Darrel Parker, Project Manager  
Dorene DeuPree, Assistant Project Manager  
Superior Court of California, County of Santa Barbara  
Cook Division  
312 M East Cook Street, Bldg E  
Santa Maria, CA 93454

B. The Project Manager will be the primary contact for the Work to be performed.

C. Notice to Contractor must be in writing and shall be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Notice is effective on receipt; however, any correctly addressed written Notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the Notice was refused, unclaimed or deemed undeliverable.

**20. CUSTODY OF RECORDS**

The Court, at its option, may take custody of Contractors client records upon contract termination. The Court agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by the Court in an accessible location within Santa Barbara Superior Court and shall be available to Contractor for examination and inspection.

**21. WAIVER; SEVERABILITY**

A. Waiver of Rights: Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.

B. Severability: The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of

this Agreement.

## **22. CONFLICT IN TERMS**

A contract resulting from this Request for Proposal will include all specifications, terms and conditions. The Court's terms and conditions will take precedence over other terms and conditions.

## **23. GOVERNING LAW**

The information, interpretation and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Venue for all litigation relative to the information, interpretation and performance of this Agreement shall be in the state or federal courts of California.

## **24. INSPECTION AND ACCEPTANCE**

By performing the requested Work, Contractor agrees to the specification, terms, and conditions specified in the Agreement and any referenced documents. Contractor's additional or different terms and conditions are expressly excluded from this Agreement and Court does not agree to such terms or conditions. This Agreement's terms and conditions may only be varied by a writing signed by Court's duly authorized representative. Contractor may not alter, add to, or otherwise modify these terms and conditions.

All reports and/or services required under this solicitation are subject to final inspection and acceptance at destination by the Court. Such final inspection and acceptance shall be made within a reasonable time after the initial delivery or performance by the consultant. If the reports or services are found not to conform to the requirements of this solicitation, they are subject to rejection and replacement by the consultant at consultant's own expense.

## **25. CONSIDERATION**

The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of the Contractor's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Payment Terms. **COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.**

## **26. POSSESSORY INTEREST TAX**

Contractor shall be responsible for paying any possessory interest tax owed as a result of this contract.

## **27. INSURANCE REQUIREMENTS**

**Insurance Requirements.** Contractor shall maintain the following insurance coverage. Contractor is also responsible for its Subcontractors maintaining sufficient limits of the same insurance coverage.

- A. Workers' Compensation and Employers' Liability.
  - i. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Contractor performs the Work.
  - ii. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.
- B. Commercial General Liability.
  - i. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
  - ii. The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury. If coverage is subject to a general aggregate limit, this aggregate limit shall be twice the occurrence limit.
  - iii. Coverage shall: a) By "Additional Insured" endorsement add as insured's the Court, its

directors, officers, agents and employees with respect to liability arising out of the Work performed by or for Contractor; b) be endorsed to specify that Contractor's insurance is primary and that any insurance or self-insurance maintained by Court shall not contribute with it.

- C. Business Auto.
  - i. Coverage shall be at least as broad as Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, Code 1 "any auto."
  - ii. The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.
- D. Additional Insurance Provisions.
  - i. Before commencing performance of the Work, Contractor shall furnish Court with certificates of insurance and endorsements of all required insurance for Contractor.
  - ii. The documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written Notice has been given to Court.
  - iii. The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be submitted to:
 

Superior Court of California, County of Santa Barbara  
 1100 Anacapa Street, 2<sup>nd</sup> Floor  
 Santa Barbara, CA 93101  
 Attention: Ammon M. Hoenigman
  - iv. Court may inspect the original policies or require complete certified copies, at any time.
  - v. Upon request, Contractor shall furnish Court the same evidence of insurance for its Subcontractors as Court requires of Contractor.

**A. General Liability Insurance**

1) **Comprehensive General Liability Insurance**. A policy of Comprehensive General Liability Insurance with a combined single limit (CSL) per occurrence of not less than one million dollars (\$1,000,000) per occurrence;

**OR**

2) **Commercial General Liability Insurance**. A policy of Commercial General Liability Insurance which provides limits of not less than:

a) Per Occurrence:	\$1,000,000
b) General Aggregate:	\$2,000,000
c) Products/Completed Operations:	\$1,000,000
d) Personal & Advertising Injury limit:	\$1,000,000

For either type of insurance, deductibles shall be declared to and approved by the Court's Executive Officer.

3) **Required General Liability Policy Coverage**. Any general liability policy provided by Contractor hereunder shall include the following coverage:

- a) Premises and Operations
- b) Contractual Liability expressly including liability assumed under the Agreement.

4) **Additional Insured Endorsement**. Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to the Court, and the officers, agents, employees and volunteers of the Court, individually and collectively, as additional insured's.

5) **Form of General Liability Insurance Policies**. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnity agreement contained in the Agreement relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the Court may require

additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the Additional Insured Endorsement described above.

6) **Waiver of Subrogation**. Contractor and Court release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Agreement), but only to the extent that the proceeds received from any policy of liability insurance carried by Court or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against the Court by the insurance company issuing said policy or policies.

B. **Comprehensive Automobile Liability Insurance**. Contractor shall procure Comprehensive Automobile Liability Insurance written for bodily injury, including death, and property damage, however occasioned, occurring during the policy term, in the amount of not less than One Million Dollars (\$1,000,000), combined single limit per occurrence, applicable to all owned, non-owned and hired vehicles.

C. **Statutory Workers' Compensation and Employer's Liability Insurance**. Unless the Contractor is a sole proprietorship, Contractor shall maintain a policy of California Workers' Compensation coverage in statutory amount and Employer's Liability coverage for no less than one million dollars (\$1,000,000) per occurrence for all employees of Contractor engaged in services or operations under the Agreement. Coverage shall include a waiver of subrogation in favor of the Court of Santa Barbara, a copy of which shall be provided to the Court.

D. **Professional Errors and Omissions Liability Insurance**. If contractor provides and/or engages the services of any type of professional, including, but not limited to, engineers and architects, whose failure due to a mistake or deficiency in design, formula, plan, specifications, advisory, technical or other services could result in liability, Contractor shall obtain professional errors and omissions liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per claim, with an aggregate limit of not less than Two Million Dollars (\$2,000,000). If this policy contains a self retained limit, it shall not be greater than Twenty Five Thousand Dollars (\$25,000) per occurrence/event. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the Court may require additional coverage to be purchased by Contractor to restore the required limits. The policy shall include limited contractual liability coverage. This coverage shall be maintained for a minimum of two (2) years following termination or completion of Contractor's work pursuant to the Contract.

E. **Subcontractors' Insurance**. Contractor shall make certain that any and all Subcontractors hired by Contractor are insured in accordance with this Agreement. If any Subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold Court harmless of and from any damage, loss, cost or expense, including attorneys' fees, incurred by Court as a result thereof.

F. **Fidelity Bond**. Before receiving compensation under this agreement, Contractor will furnish the Court evidence that all Contractor's officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a Blanket Fidelity Bond in an amount of at least One Million Dollars (\$1,000,000). Coverage will include: Employee Dishonesty, Forgery, Alteration, Theft, Disappearance, and Computer Fraud. If such bond is canceled or reduced, Contractor will notify the Court immediately, and Court may withhold further payment to Contractor until property coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of Court.

## **28. GENERAL INSURANCE PROVISIONS**

1) **Evidence of Insurance**. Contractor shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Agreement, deliver to Court certificates of insurance evidencing the same, together with appropriate separate endorsements thereto, evidencing that Contractor has obtained such coverage for the period of the Agreement. Contractor shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal



policies, or certificates and appropriate separate endorsements thereof, shall be delivered to the Court within thirty (30) days prior to the expiration of the term of any policy required herein. Contractor shall permit the Court at all reasonable times to inspect any policies of insurance of Contractor which Contractor has not delivered to the Court.

2) **Claims Made Coverage.** If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

a) The policy retroactive date coincides with or precedes Contractor's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).

b) Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insured's.

c) If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.

d) The policy allows for reporting of circumstances or incidents that might give rise to future claims.

3) **Failure to Obtain or Maintain Insurance; Court's Remedies.** Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the Agreement, and Court may, at its option, terminate the Agreement for any such default by Contractor.

4) **No Limitation of Obligations.** The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor, and any approval of said insurance by the Court or its insurance Contractor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

5) **Notice of Cancellation or Change of Coverage.** All certificates of insurance provided by Contractor must evidence that the insurer providing the policy will give the Court thirty (30) days' written notice, at the address shown in the section of the Agreement entitled "Notices," in advance of any cancellation, lapse, reduction or other adverse change respecting such insurance.

6) **Qualifying Insurers.** All policies of insurance required hereby shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved in writing by the Court Executive Officer.

7) **Review of Coverage.** Court shall retain the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

8) **Self-Insurance.** Contractor may, with the prior written consent of the Court Executive Officer, fulfill some or all or the insurance requirements contained in the Agreement under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance, however, if, in the opinion of the Court Executive Officer, Contractor's (I) net worth, and (II) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by the Agreement. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Agreement.

## 29. GENERAL REQUIREMENTS

A. Contractor shall provide sufficient labor and supervision at all times to carry out the Work satisfactorily, and shall ensure that only competent workers who are skilled in the type of Work specified are employed. If Court determines that a person is incompetent or unsuitable, Contractor shall immediately remove such person from performing any further service and make sure that all keys, badges, and any other items that belong to Court are returned to Court within 24 hours.

B. The Court's normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. The hours of work under any resulting Agreement shall be in accordance with, and subject to, the provisions of the State of California labor code. Court reserves the right to reschedule Contractor's hours of work

C. Court Holidays Observed:

- January 1, New Year's Day
- The third Monday in January, Martin Luther King Day
- February 12, Lincoln's Birthday.
- February 18, Washington's Birthday
- March 31, Cesar' Chavez Day
- The last Monday in May, Memorial Day
- July 4, Independence Day
- The first Monday in September, Labor Day
- The second Monday in October, Columbus Day
- November 11, Veterans Day
- The fourth Thursday in November, Thanksgiving Day
- The day after Thanksgiving Day
- December 25, Christmas Day

Contractor is responsible for obtaining a schedule of holidays from Court. Court reserves the right to change holidays and will provide Contractor with reasonable Notice regarding any date changes.

### **30. LIMITATION OF LIABILITY**

Court will not be liable to Contractor, its officers, employees, Subcontractors, or third parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under this Agreement.

### **31. SURVIVAL**

Terms that will survive termination of this Agreement include, but are not limited to Section 10, Independent Contractor, Subcontracts and Assignments; Section 15, Audit and Inspection of Records; Section 12 Indemnity Agreement; and Section 30, Limitation of Liability.

## SECTION F DEFINITIONS

**1. Terms defined below and elsewhere shall apply to the Agreement as defined.**

**1.1 "Agreement":** entire integrated agreement, including all Agreement documents, exhibits, attachments, and amendments incorporated therein, signed by Court and Contractor, for performance of the Work.

**1.2 "Agreement Amount":** total dollar amount of the Agreement.

**1.3 "Amendment":** written document signed by both Contractor and Court, modifying the Agreement and identifying any of the following: (1) change in the Work; (2) change in Agreement Amount; (3) change in schedule for delivery and performance of the Work; or (4) any change to other terms and conditions.

**1.4 "Confidential Information":** (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement, (ii) all information related to the business of Court that may be obtained orally, in writing, or from any source, or on any Court mainframe, Court or judicial branch computer network or workstation, and all software, whether owned or licensed by Court and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of Court concerning services to Court, and (iv) information relating to Court personnel and Court users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully receives from a Third Party free of any obligation of confidentiality.

**1.5 "Contractor":** individual or entity, contracting with Court to do the agreed Work. Contractor is a party to this Agreement.

**1.6 "Court":** The Superior Court of California, County of Santa Barbara. Court is a party to this Agreement.

**1.7 "Deliverable":** documentation, services or other items, specified in the Agreement, that Contractor shall complete and deliver or submit to Court.

**1.8 "Material":** all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.

**1.9 "Notice":** written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either: depositing in the U. S. Mail or commercial express mail, first-class and prepaid with return-receipt requested, to the address of the authorized representative of the other party. Such Notice will be effective on the post-marked date; or hand-delivery to the other party's authorized representative, as set forth in the Agreement. Such Notice shall be effective on the date of receipt.

**1.10 "Subcontractor":** a person or business entity that has an Agreement (as an "Independent Contractor" and not an employee) with Contractor to provide some portion of the Work of this Agreement.

**1.11 "Task":** one or more functions, services, or actions, as specified in the Agreement, to be performed by Contractor for Court.

**1.12 "Third Party":** any individual or entity not a party to the Agreement.

**1.13 "Work":** any or all labor, services, deliverables, equipment, supplies, Materials, Tasks, and any other items or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of the Statement of Work.

**1.14 "Offeror"** shall mean any person, firm, partnership, or corporation submitting a proposal to the Court in response to this solicitation.

**1.15 "Vendor"** shall mean the same as contractor.

**1.16** The pronouns, "he" and "she" or other gender identifiers, as used in these terms and conditions shall be treated as equivalent terms.

**1.17 "Consultant"** shall mean the same as "Offeror" or "Contractor."

**1.18 "Project Manager":** Darrel Parker, Assistant Executive Office, North County, Superior Court of California, County of Santa Barbara.

**1.19 "WWS" weapons screening station consisting of x-ray machine, magnetometer, and hand-held wand device**

End of Section F - Definitions