



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

Request For Proposals

Janitorial Services

RFP # 2010-02

Bid Submittal Date: Friday, June 11, 2010 by 3:00 p.m.

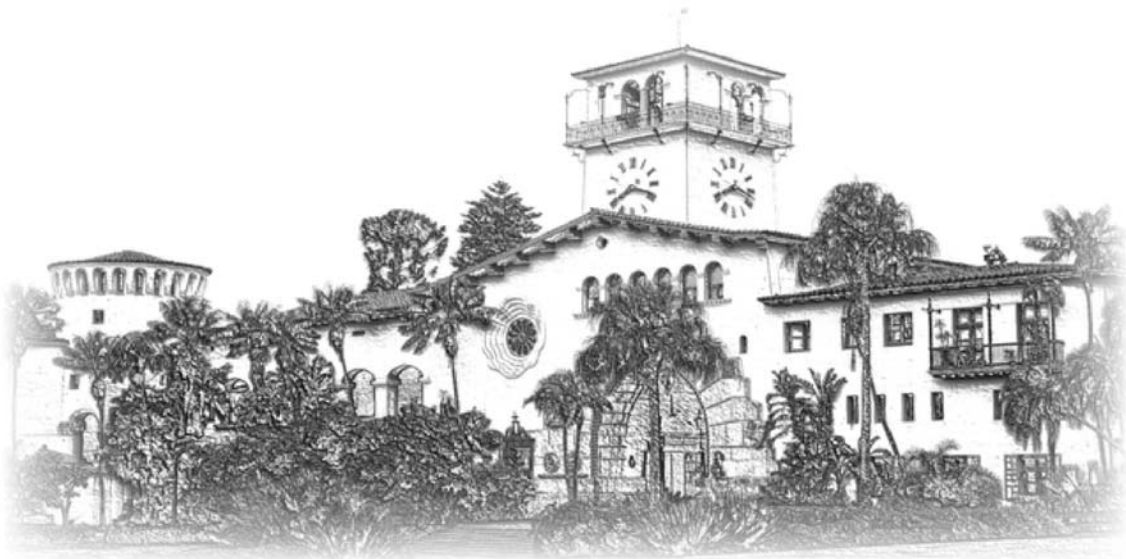


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Section A

Introduction

The Superior Court of California, County of Santa Barbara is requesting proposals from highly qualified vendors with expertise in providing janitorial services for 16 Court facilities located in Santa Barbara County, California. The services provided shall be in accordance with the Terms and Conditions and Statement of Work set forth herein.

The Court will be contracting for an initial term from July 1, 2010 to June 30, 2011. The Court will have an option to renew for three (3) additional terms.

Section B

Procedures for Submitting and Evaluating Proposals

1. Procurement Schedule and General Instructions

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

<u>No.</u>	<u>Events</u>	<u>Key Dates</u>
1	Issue RFP	Monday, May 17, 2010
2	Letter of Intent to Attend pre-bid conference and site walk. Email to submittal contact at sbsolicitation@sbcourts.org.	Monday, May 24, 2010 by 5:00 p.m. Pacific Standard Time.
3	Mandatory Pre-Bid Conference and Site Walk	Friday, June 4, 2010 at 9:00 a.m. Pacific Standard Time
4	Deadline to submit questions to court via email. Email to submittal contact at sbsolicitation@sbcourts.org	Monday, June 7, 2010 by 5:00 p.m. Pacific Standard Time
5	All questions and answers posted on Court website	Tuesday, June 8, 2010 by 5:00 p.m. Pacific Standard Time
6	Proposal Due Date and Time	Friday, June 11, 2010 by 3:00 p.m. Pacific Standard Time
7	Potential Interviews & Negotiations (<i>estimated</i>)	Week of June 14, 2010
8	Notice of Award (<i>estimated</i>)	Week of June 21, 2010
9	Contract to Begin	July 1, 2010

b. The RFP and any addenda that may be issued will be available on the following website, referred to as "Court website" www.sbcourts.org, and on the eProcurement BidSync website.

c. The provider shall submit in a sealed envelope one (1) signed original and four (4) complete copies of the bid addressed to:

Ms. Ammon M. Hoenigman, Procurement Specialist
Superior Court of California, County of Santa Barbara
1100 Anacapa Street, 2nd Floor
Santa Barbara, CA 93101
805-882-4674

2. Document Submittal

a. Respondents to the RFP may choose to quote on all locations, quote only on selected locations, or may team with a partner(s) to quote on all locations.

b. Proposals must be received no later than 3:00 p.m. Friday, June 11, 2010. This means that proposals must be mailed prior to the due date in order for the Court to receive them by the deadline. Hand delivery is acceptable. No proposals will be accepted after 3:00 p.m. on the bid due date.

c. All information entered on the RFP must be clearly typed. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the RFP. The outside of your bid envelope should be marked in the lower left corner "Janitorial Services RFP 2010-02".

d. All costs of provider's proposal preparation shall be borne by the provider.

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

f. Failure to comply with any and all parts of the RFP may be considered non-conforming and ineligible for consideration.

g. 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. The Court will notify all Bidders, in writing, if the Court rejects all quotes.

3. Mandatory Pre-Bid Conference and Site Walk

a. There is a mandatory pre-bid conference and site walk scheduled at 9:00 a.m. on Friday June 4, 2010. The directions and addresses for the pre-bid conference are located in Attachment D of this RFP.

b. The purpose of this Mandatory Pre-Bid Conference and Site Walk is to permit interested vendors to tour the facilities in order to better understand the proposal requirements.

In the event a potential Bidder is unable to attend the Mandatory Pre-Bid Conference and Site Walk, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. Proposals from Vendors who did not attend the Mandatory Pre-Bid Conference and Site Walk will not be accepted.

c. Pre-bid conference participants must send a Letter of Intent to the Submittal Contact at the address listed in the above Section B 1.c. or via email to sbsolicitation@sbcourts.org no later than Monday, May 24, 2010 by 5:00 p.m.

d. Transportation will not be provided.

4. Requests for Clarification or Modifications

a. Vendors interested in this solicitation may submit questions on procedural matters related to the RFP or requests for clarification of this solicitation to sbsolicitation@sbcourts.org. All questions and requests must be submitted via email no later than Monday, June 7, 2010 by 5:00 p.m. Questions or requests submitted after the due date will not be answered.

b. Without disclosing the source of the question or request, the Submittal contact will post a copy of the questions and the Court's responses on the Court website.

5. Requests for Additional Information

a. The Court reserves the right to seek clarification or additional information from any Vendor throughout the solicitation process. The Court may require a Vendor's representative to answer questions during the evaluation process with regard to the Vendors' proposal. Failure of a Vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

6. Ambiguity, Discrepancies, Omissions

a. If a vendor submitting a quote discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Solicitation Contact Notice via email of the problem and request that the solicitation document be clarified or modified.

b. If prior to the bid submittal deadline a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Solicitation Contact of the error, the vendor shall submit a proposal at its own risk, and if the vendor is awarded the purchase, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

7. RFP Addenda

a. The Court may modify this solicitation document prior to the date fixed for submissions of proposals by posting any addenda on the Court's website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed above in Section B 1.b. no later than three (3) business days following the date the addendum was posted.

b. It is the responsibility of all interested participants in this RFP process to check the Courts website for the posting of any addenda. Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the bid to include all addenda issued in any resulting contract.

8. Contact with Court

a. Vendors are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

9. Interviews and Negotiations:

a. Following the initial screening of proposals, the Court reserves the right to require, and each Bidder 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 Bidders will be notified in writing of the date, place, time and format of the interview or presentation. Bidders 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 Bidder's disqualification from further consideration.

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

10. Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful bidder(s) will be required to execute a Contract in accordance with the Statement of Work, Section E and the General Conditions, Section F, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

11. Protest Procedures

Any requests to appeal the vendor selection decision must be submitted in writing to the Court Executive Officer, no later than one week (7 calendar days) after the original announcement of vendor selection. The appeal must clearly state the reasons why the appellant believes the selection procedures were not properly followed. The Court Executive Officer will review the appeal with the Presiding Judge of the Court and their joint decision will be final.

Section C

Proposal Evaluation Criteria

Selection Criteria

Selection of a vendor and determination of the award will be made to the qualified vendor(s) whose proposal is determined to be of superior quality, responsive to the requirements of this RFP and competitively priced. Selection will result from the Court's overall judgment that a proposal meets or exceeds its requirements, as measured against the following criteria (not listed in order of importance):

- Confidence that the vendor has the ability to best deliver high quality janitorial services consistent with the stated specifications.
- Superior responsiveness to specifications, quality of work plan, and demonstrated understanding of court security regulations. Vendor qualifications, office hours, and prompt and continuous availability of quality emergency services are critical.
- Financial feasibility and cost effectiveness of the bid.
- The number of years the vendor has been providing this type of service.
- Vendor's capabilities in terms of qualifications and relevant past experience. Vendors shall indicate their past performance in providing similar services with organizations of similar size.
- Vendor's complete documentation of the number, scope and service specifications for similar services, including (a) a list of contact names, addresses and telephone numbers for such services, and (b) demonstration that the key people proposed and guaranteed as available by the vendor to work on the project resulting from this RFP have participated in a significant number of these services.
- Qualifications and experience of key individuals proposed and guaranteed as available and committed to this service. In the case of positions that will be filled by new-hires, the vendor's stated and guaranteed minimum qualifications and the guaranteed start date of any to be hired.
- The reasonableness of the proposed work plan, including the capabilities and number of personnel and/or personnel hours allocated to specific tasks, a detailed description of each task, the time frames for completion and the logical sequence of tasks to be performed.
- The Court may contact some or all of the references provided in order to determine the vendor's work performance. The Court reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

- The Court reserves the right to request additional information to assure itself of a vendor's financial status.
- It is anticipated that a contract can be in place by July 1, 2010.

Section D

Contents of Proposal

Responsive bids should provide straightforward, concise information that satisfies the requirements of this solicitation. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

1. Executive summary

The vendor must provide an Executive Summary of its proposal. The Executive Summary should be a general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the vendor's understanding of the requirements, particularly with Section E Statement of Work. The vendor must also address in this section how it meets the qualification requirements.

2. Cover Page and Vendor Information

The vendor's proposal must provide the information requested below.

- a. Cover page to include: Complete name and address, contact information, fax and phone numbers, email address. The authorized signature and name of submitting authority must be included.
- b. Vendor profile and California locations (a short description of the vendor)
- c. Federal tax identification number.
- d. If incorporated, the state in which incorporated.
- e. A short narrative description of the vendor's organization, including organizational charts and indication of vendor officers, if applicable.
- f. Principle type of business.
- g. Total number of years in business.
- h. Number of years providing services similar in size and scope to those requested in this RFP.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).

3. Qualifications, Experience and References

The court requires the vendor and its subcontractors to have prior experience in all aspects of the services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. Vendor shall:

- a. Describe the vendor's experience as it pertains to providing services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.

b. Provide the names, addresses and telephone numbers for a minimum of three (3) customers for whom the vendor has provided similar products and services within the last 18 months. The vendor should include a brief description of the scope of services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the vendor's performance records. The Court reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

4. Organizational Structure

a. Include the Customer Service Structure, contact process, response time, and follow up procedures.

b. Describe the escalation process to resolve outstanding service issues.

c. Describe the procedures and practices for ongoing monitoring of employee performance.

d. Describe the hiring and pre-employment screening procedures (fingerprinting, drug testing, criminal background check).

e. Describe any on-going training plans.

f. Describe the policy and utilization of back-up staff in the event of any absences.

5. Start-Up Plan

a. Describe the employee training program that will be utilized at the start of the contract.

b. Explain the staffing that will be used at each court location.

c. Explain how the needs of the court will be met as per Section E Statement of Work.

Section E

Statement of Work

1. General Description

a. The Court has a need for a Contractor to perform janitorial services at each of the following buildings located in Santa Barbara County:

Location	Square Feet	Location	Square Feet
Figueroa Division 118 e. Figueroa Street Santa Barbara, CA 93101 6 Courtrooms	Approx. 44,470	Cook Division Santa Maria Building D 312 E Cook Street Santa Maria, CA 93454	Approx. 6,000
Santa Barbara Jury Services 1108 Santa Barbara Street Santa Barbara, CA 93101 1 Courtroom	Approx. 8,520	Cook Division Santa Maria Building F 312 E. Cook Street Santa Maria, CA 93454	Approx. 3,344
Santa Barbara Juvenile Court 4500 Hollister Avenue Santa Barbara, CA 93110	Approx. 2,840	Miller Division Santa Maria Building G 312 E Cook Street Santa Maria, CA 93454	Approx. 24,261
Santa Barbara Court Modular (Archives) 118 E. Figueroa Street Santa Barbara, CA 93101	Approx. 2,000	Cook Division Santa Maria Building H 312 e. Cook Street Santa Maria, CA 93454	Approx. 4,860
Lompoc Division 115 Civic Center Plaza Lompoc, CA 93463 2 Courtrooms	Approx. 11,730	Santa Maria Juvenile Court 4285 California Blvd. Santa Maria, CA 93455	Approx. 6,199
Solvang Division 1745 Mission Drive Solvang, CA 93463 1 Courtroom	Approx 5,349	Miller Street – Mediation 201 S. Miller Street, Suite 208 Santa Maria, CA 93454	Approx 1,620
Cook Division Santa Maria Building B 312 E. Cook Street Santa Maria, CA 93454	Approx 3,450	Miller Street – Investigators 201 s. Miller Street, Suite 209 Santa Maria, CA 93454	Approx. 1,640
Cook Division Santa Maria Building C 312 E. Cook Street Santa Maria, CA 93454 2 Courtrooms	Approx. 10,000	Miller Street – Collections 201 S. Miller Street, Suite 105 Santa Maria, CA 93454	Approx 1,760
Note: The Square footage is approximate and may include some square footage that will not require services. Bidder to estimate proportion on site walk.			

b. Restrooms at Each Location

		Total Number of Restrooms	Number of Restroom Stalls in Each Restroom						# of Urinals	Showers/ Saunas
			0	1	2	3	4	5		
1	Figueroa Division	24	16	1	2	4	0	1	4	0
2	Santa Barbara Jury Services	4	2	0	1	0	1	0	2	0
3	Santa Barbara Juvenile Court	3	3	0	0	0	0	0	0	0
4	Santa Barbara Court Modular (Archives)	1	1	0	0	0	0	0	0	0
5	Lompoc Division	9	7	1	1	0	0	0	2	0
6	Solvang Division	4	1	0	2	0	1	0	3	0
7	Santa Maria Building B	2	1	0	1	0	0	0	0	0
8	Santa Maria Building C	10	7	2	1	0	0	0	3	0
9	Santa Maria Building D	6	5	1	0	0	0	0	1	0
10	Santa Maria Building F	2	0	0	1	1	0	0	1	3
11	Santa Maria Building G	14	10	0	2	0	2	0	6	0
12	Santa Maria Building H	2	2	0	0	0	0	0	0	0
13	Santa Maria Juvenile Court	5	3	1	1	0	0	0	1	0
14	Miller Street – Mediation	1	1	0	0	0	0	0	0	0
15	Miller Street – Investigators	1	1	0	0	0	0	0	0	0
16	Miller Street – Collections	1	1	0	0	0	0	0	0	0

Example: If there are 6 Judges Chambers with no stalls, 2 staff restrooms with no stalls, and 1 restroom with 2 stalls, and 1 restroom with 4 stalls

		Total Number of Restrooms	Number of Restroom Stalls in Each Restroom						# of Urinals	Showers/ Saunas
			0	1	2	3	4	5		
1	Example Building X	10	8	0	1	0	1	0	0	0

2. Technical Specifications for Janitorial Services

Specific Requirements

Extent of Service	Frequency of Service						
	5 x Week	3 x Week	Weekly	2 x Month	Monthly	Quarterly	Annually

Floors – Public Areas

Mop, wax, and buff hard floors						X	
Vacuum carpet		X					
Dust from floor level above				X			
Spot clean carpets					X		
Clean door mats and landing		X					
Sweep, empty ashtray & trash containers		X					
Dust and damp mop hard floors		X					

Floors – Private Areas

Mop, wax, and buff hard floors						X	
Vacuum carpet				X			
Dust from floor level above					X		
Spot clean carpets						X	
Dust and damp mop hard floors				X			

Restrooms

Refill all soap dispensers	X						
Empty and clean waste containers, insert liners	X						
Clean and sanitize all fixtures	X						
Damp mop floor and baseboards with germicidal solution	X						
Clean and polish all metal and mirrors	X						
Spot clean walls, areas around fixtures, doors	X						
Dust all surfaces and ledges, including vents	X						
Wash and sanitize walls and partitions			X				
Replenish toilet tissue, paper towels, toilet seat liners, and feminine hygiene dispensers	X						
Report defective soap dispensers to facility manager	X						

Extent of Service	Frequency of Service						
	5 x Week	3 x Week	Weekly	2 x Month	Monthly	Quarterly	Annually

Trash and Recycling

Empty all master and public trash containers in hallways, insert new liners	X						
Empty private trash – Not Included							
Pick up full recycle bags, deposit in outside bins	X						
Replace recycle bags	X						

Miscellaneous

Clean and sanitize drinking fountains	X						
Clean interior windows(inside exterior walls)							X
Clean smudge marks on the Figueroa Division transaction windows using only the court supplied cleaner and towels	X						
Clean entire Figueroa Division transaction windows using only the court supplied cleaner and towels			X				
Spot clean interior and exterior glass doors	X						
Spot clean doors, door frames, counters, handles and railings		X					
Clean and sanitize sink and counter in staff break areas			X				

Security and Maintenance

Turn off all lights except night lights	X						
Close windows	X						
Lock all doors	X						
Turn in building keys to Supervisor	X						
Report evacuation of buildings to security organization	X						
Notify Facility Manager of irregularities (unlocked doors, plumbing problems, lights not working, etc.)	X						

Floors

Extract “steam clean” carpet							X
Shampoo carpet							X
Strip, seal, refinish, machine polish hard surface							X

Extent of Service	Frequency of Service						
	5 x Week	3 x Week	Weekly	2 x Month	Monthly	Quarterly	Annually

Customer Service

Customer service visits					X		
Formal customer review and written report						X	
Review/check communication log	X						

3. Miscellaneous Services

Services performed as directed by Court and performed at an additional cost for all Court locations.

4. Changes to the Specific Requirements

The Court reserves the right to add or delete any given type of janitorial work to the requirements described in this Statement of Work. The cost shall be calculated or negotiated at the time the change is required. There may be a need for janitorial services on weekends for special after hour's events, including but not limited to mock trials held after hours or Court jury proceedings that continue after hours; notification will be given to the Contractor identifying the type of service and areas to be serviced. No modification or change to this Agreement, including any changes to this Statement of Work, will be valid without written approvals by the Court in the form of an amendment, as set forth in Section F General Terms and Conditions.

5. General Requirements

a. Contractor shall furnish all necessary labor, supervision, travel, equipment, Materials and supplies to perform the services described in this Statement of Work, except as set forth in Section E 7.d..

b. 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 the Court determines that a person is incompetent or unsuitable, the Contractor shall immediately remove such person from performing any further service and make sure all keys, badges and any other items that belong to the Court are returned to the Court within 24 hours.

c. Contractor shall keep a record of each of its employees working on this Agreement as follows:

- Name, address and telephone number
- Date of Birth
- Social Security number
- California Driver's License Number
- Court Work Location

- Work Classification and Rate of Pay
- Bi-Weekly hours worked
- Emergency Contact Information

d. The above information will be provided to the Court prior to the employee working on site. The Social Security number shall be left off of the Court copy.

e. Prior to working on site, the Court must receive from Contractor, a signed and dated Employee/Volunteer Statement Form, Attachment E.

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

g. The lead person and all supervisors on any janitorial crew shall be able to read, write, speak and understand the English language to the extent required for communication in person, via telephone, and in writing with designated Facilities and Court representatives in connection with the janitorial duties to be performed. Further, the communication ability shall extend to being able to call the appropriate law enforcement agencies and/or alarm company in the event of a break-in or inadvertent activation of a burglar alarm system. The English speaking person shall be over the age of eighteen (18) years.

h. Contractor is required to learn the proper operation of the security alarm systems used in the Facilities, if necessary, and ensure that the building is properly secured and locked when they are the last ones to leave the building after hours. In addition, the Contractor shall ensure that all employees are properly trained on safety and emergency procedures (such as fire building evacuations, etc.) for the facilities in which they work.

i. Together with the Court's project managers, establish safety and security procedures that strictly control access to the court facilities, the facilities keys, and alarm systems.

j. Contractor shall notify Court of any irregularities noted during performance of services including, but not limited to, doors left unlocked, lights not working or left on, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or damage to the building or its contents.

k. No unauthorized visitors or workers will be allowed on the Facilities premises. The Court must approve all individuals visiting or working in the Facilities.

l. Contractor employees are prohibited from using, tampering with, or removing from Court premises Court equipment, including, but not limited to, computers, networks, photo copiers, fax machines, telephones, printers, consumable supplies and office supplies. The removal of Court equipment or consumable supplies is prohibited and the Court will seek prosecution of any individual(s) who may do so. The Court will also seek financial restitution for the use and or removal of equipment and or supplies from the Court. Contractor employees

are also prohibited from moving or otherwise disturbing papers on desks or other work areas, removing any food stored in refrigerators or on desks, and opening any drawers or cabinets.

m. If the Court finds any Contractor's employees to not be satisfactorily performing the services as described in this Statement of Work, the Court shall reserve the right to direct the Contractor to replace this employee immediately. This provision in no way requires the Contractor to terminate the employment of any employee replaced pursuant to this paragraph. Nor, by the terms of this section, does Court endorse or approve (express or implied) any termination by Contractor of any employee replaced pursuant to this paragraph.

n. The Contractor is responsible for maintaining satisfactory standards for employees in regards to conduct appearance and integrity (i.e. use of foul language, use of Court staff's personal items, cooking, phone and TV usage). The Contractor's employees shall present a neat and clean appearance at all times while performing work at the Facilities.

o. Contractor shall ensure that staff working after business hours keeps voices, radios, and compact disc and tape players at a low decibel level so as not to disturb Facilities staff.

p. The Contractor shall conduct its Work in a manner that will cause a minimum of inconvenience to the Facilities' employees and the general public. The Facilities' business must be maintained without interruption during the progress of the Work, and no unnecessary interference shall be permitted.

6. Equipment

a. The equipment used by Contractor and methods used in the handling of the Work will be such that a satisfactory quality of work will be maintained, and which will ensure compliance with the intent of the Agreement.

b. In cases where particular types of equipment have been banned, or in cases where designated Court contact or his or her designee has condemned for use any piece of equipment, the Contractor shall remove such equipment from the site of work. Failure to do so within a reasonable time may affect a breach of Agreement.

c. All vacuums used must be equipped with Hepa Filtration.

7. Materials and Supplies

a. Only Materials and supplies meeting industry standards will be acceptable in the performance of this Work. The Project Manager(s) reserves the right to specify the type and quality of all Materials used in the Work. In the event a substitution is necessary for a required Material, written Notice will be provided to the Contractor and a Material of equal value will be substituted at no additional cost to Court. Floor finishes, polishes, cleaners, detergents and germicides shall be harmless to the surfaces on which they are used. Floor wax shall be the "no-skid" type.

b. Under no circumstances will cleaning tools and Materials be left unattended during normal business hours.

c. The Contractor shall handle chemicals provided at each site so as to minimize the possibility of exposure of facility occupants to acid based or caustic based Materials. A list of all chemicals used for these services shall be submitted and pre-approved by Court's designated contact.

d. The Court will supply to the Contractor light, power and hot and cold water as may be required for the performance of the Work.

e. The Court reserves the option to have the Contractor supply janitorial supplies such as toilet paper, paper towels, bag liners and trash receptacles, at mutually agreed upon cost.

- If it is agreed upon that the Contractor is to supply the above items, the Contractor shall replenish any of the items necessary, and before the stock of any item is depleted. The Contractor shall provide the Court's Fiscal Office with an invoice detailing the supplies purchased, and the specific quantities to each individual location.
- If the Court obtains the supplies elsewhere, using a standard Court form, the Contractor shall notify the Project Manager when replenishment of any of these items is necessary and before the stock of any item is depleted so that a sufficient supply remains until the stock is replenished.

f. All unused products and empty containers shall be properly disposed of by the Contractor as required by Federal, state, and local laws and regulations. The Contractor shall provide Court with documentation of proper disposal of all products and containers used in the performance of services.

8. Storage of Equipment and Materials

a. The Contractor shall obtain prior approval from the designated Court representative for any space or area required for storage of the Contractor's equipment and Materials. The Court shall not be held liable for any loss or damages.

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

c. All Materials which are stored in liquid form shall be stored on shelves not higher than three (3) feet above the floor.

All products stored in secondary containers shall be properly labeled as to the contents.

9. Drug Testing/Criminal Background Check

a. Prior to performing any Work, Contractor's employees shall be required to pass a drug test administered at a certified medical lab or facility. The Contractor shall be responsible for all costs to perform this drug test. The Contractor's employees will be required to sign a release form to provide a copy of the test results to the Contractor and the Court.

b. Personnel must successfully pass a criminal background check. The Contractor's employees will be required to sign a release form to provide a copy of the criminal background check to the Contractor and the Court.

10. Hours of Operation and Holiday Schedule

a. The Contractor is responsible for providing services as described herein between 5:00 p.m. and 8:00 p.m. regardless of the Contractor's holiday schedule. The Contractor shall review the Court's observed holiday schedule with the Court annually.

b. The hours of work under a resulting Agreement shall be in accordance with, and subject to, the provisions of the State of California labor code. The Court reserves the right to reschedule Contractor's hours of Work.

c. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to perform emergency services as requested by the Court and shall begin to perform these services within two hours after receiving the Court's service request. Such services shall be provided at a rate as set forth in Attachment B, Pricing Sheet.

Hours of Operation for All Court Locations:

Regular Hours: 8:00 a.m. – 5:00 p.m.

Night Court: Figueroa Division, 3rd Tuesday of Month, 5:00 p.m. to approx. 7:00 p.m.

Miller Division, Every Tuesday at 5:00 p.m. to approx. 7:00 p.m.

d. Court Holidays Observed at all Court Locations:

January 1, New Years Day (Observed Friday December 31 if New Years falls on a Saturday)

The third Monday in January, Martin Luther King Day

The second Friday in February, Lincoln's Birthday

The third Monday in February, Washington's Birthday

March 31, Cesar Chavez Day

The last Monday in May, Memorial Day

July 4, Independence Day (Observed Monday July 5th if Independence Day falls on the weekend)

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

e. If a holiday occurs on a Sunday, the following Monday will be observed as that holiday. The Work must be completed on the night before a holiday. Contractor is responsible for obtaining a schedule of holidays from the Court. The Court reserves the right to change holidays and will provide Contractor with reasonable Notice regarding any date changes.

f. In the event that the Court has a one-day furlough or closure day per month, Contractor shall treat such day as it would a Court Holiday. Contractor's Invoices shall reflect the reduction in accordance with the Total Monthly Furlough Pay in Attachment B, Pricing Sheet.

11. Acceptance of Work, Inspection and Reporting Requirements

a. The Court's Project Manager or his or her designee will make field inspections of the Contractor's Work at their discretion and will be responsible for signing-off acceptance of all the Work submitted. Prior to sign-off, Project Manager will apply the acceptance criteria (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine if Contractor's Work is acceptable. Contractor shall provide the Work to Court, and Court shall accept that Work, if delivered in accordance with the criteria. Project Manager shall notify the Contractor of the Work's acceptability. If rejecting the Work, Project Manager shall detail its failure to meet the criteria. Contractor shall have ten business days from receipt of Notice of rejection to correct the failure(s) to conform to the criteria. For Contractor's ongoing failure to meet the acceptance criteria, parties should refer to the dispute resolution provisions in Section F, General Terms and Conditions.

b. Inspection shall not relieve the Contractor of its obligations to inspect and furnish Material and workmanship in accordance with the Agreement, Imperfections of Materials or workmanship overlooked by the inspectors shall not be exempted from rejection if they shall later be discovered.

c. The Contractor's designated supervisor shall perform a quarterly inspection of the Work performed at the Facilities and submit a written report to the Project Manager which shall provide enough detailed information to determine if the Contractor is performing the Work in accordance with this Statement of Work. The Project Manager may then instruct the Contractor's designated supervisor to take immediate and appropriate action to resolve any noted deficiencies.

12. Customer Service

a. The Contractor's customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The Contractor must respond to all messages within a time period of eight (8) business hours (business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday) The customer service process includes, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc)

- Follow up process
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding service issues.

b. Offer services 52 weeks a year around and upon request during specified operating hours, excluding Court holidays unless scheduled by mutual agreement. The Court holiday schedule is listed above.

c. Develop administrative, personnel and security policies that reflect an understanding of Court requirements (in conjunction with the Court Project Managers).

d. Establish procedures and practices for ongoing monitoring of employee performance.

e. Conduct regular and timely performance reviews for all staff.

Section F

Contract Requirements

Vendors should be aware that a contract for the services noted in this proposal will include all, but not be limited to, the following sections:

GENERAL TERMS AND CONDITIONS

1. Accounting

Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

2. Audit; Retention of Records

A. Audit. Upon reasonable Notice, Contractor will provide to Court, to any federal or state entity with monitoring or reviewing authority, or to Court's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide Court with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records.

B. Retention of Records. Contractor will maintain all financial information, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

3. Assignment

Contractor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Court, in the form of an Amendment. Any attempted assignment in violation of this clause shall be null and void.

4. Choice of Law; Jurisdiction and Venue

A. Choice of Law. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

B. Jurisdiction. Contractor irrevocably consents to the exclusive jurisdiction of the state and federal courts located in California in any legal action concerning or relating to this Agreement.

5. Certifications and Representations

1. Contractor's signature on the cover page shall also serve as certification for the following paragraphs, A-G below.

A. ADA Compliance. Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 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.

B. FEHA Compliance. Contractor certifies that it and its 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 certifies that it and its 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 certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

C. Labor Code Section 1060(b) (1) The Displaced Janitor Opportunity Act.

Contractor certifies that it will meet any and all requirements contained in Labor Code Section 1060(b)-(f) of The Displaced Janitor Opportunity Act and provide documentation to the Court.

D. Section 504 of the Rehabilitation Act of 1973

Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements.

Non-Discrimination – General

No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job related criteria be excluded from participation in, be denied benefits, or be subjected to discrimination under this Agreement.

Non-Discrimination – Employment

Contractor shall ensure equal opportunity employment based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal employment opportunity policies shall be made available to Court upon request.

D. Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.

E. Labor/Collective Bargaining. Contractor certifies that it and its 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.

F. National Labor Relations Board (NLRB) Certification. Contractor certifies that, 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.

G. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify to 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 the 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.”

6. Changes in Work; Stop Work

A. Changes in Work

A.1. Court reserves the right to require Contractor to make changes in the Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work. Contractor may also request additions, deletions or modifications to the Work

A.2. For any change proposed by Court or Contractor, Contractor will submit in writing:

- a) a description of the proposed change and the reasons for the change;
- b) a summary of the total compensation to be paid Contractor with a breakdown of Tasks and costs, including any increase or reduction in work or costs resulting from the change; and
- c) a statement of the expected impact on schedule.

A.3. If, with respect to any change requested by Court, the Court agrees to the terms submitted by Contractor under this section, Contractor shall undertake such change following execution of an Amendment documenting such change(s). If Court and Contractor agree on any change requested by Contractor, Contractor may undertake such change following execution by the parties of an Amendment documenting such change(s).

A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by Court, and any continuing disagreement will follow the dispute resolution process set forth in section 11. Contractor should not proceed with any change prior to receiving a written directive or Amendment from Court. All costs for changes performed by Contractor without Court's prior written approval will be at Contractor's sole risk and expense.

B. Stop Work

B.1. Court may, at any time, by delivery of a written Stop Work Order to Contractor, require

Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to Court during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, Court will either cancel the Stop Work Order or terminate the Work, as provided in section 22 (Termination).

B.3 If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. Court may make an equitable adjustment in the delivery schedule, the Agreement Amount, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

B.4 If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Court may allow reasonable costs resulting from the Stop Work Order.

B.5 Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

7. Confidential Information

A. Requirements of Strict Confidence. While performing Work under this Agreement, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, court users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Contractor may disclose Court's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of Court that are working on the project. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

8. Conflict of Interest; Prohibition Against Gratuities

A. Conflict of Interest.

A.1 Contractor covenants that it and its Subcontractors presently have no interest, and will acquire no interest, which would directly or indirectly conflict in any manner or to any degree, with the full and complete performance required under this Agreement. Contractor further agrees to submit full disclosure statements, if required by law to do so, pursuant to the requirements of the California Fair Political Practices Act or any other applicable federal or state law, regulation, or conflict of interest code.

A.2 Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of Court funds or that are sponsored by Court if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3 Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

- a) use of an official position with the government for private gain;
- b) preferential treatment to any particular person associated with this Work or Agreement;
- c) impairment of Court's independence or impartiality;
- d) a decision made outside official channels; or
- e) adverse effects on the confidence of the public in the integrity of Court.

B. Prohibition Against Gratuities.

B.1 Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of Court, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B.2. For any breach or violation of this covenant, Court has the right to terminate the Agreement for cause, whether whole or in part. Any loss or damage sustained by Court in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. Court's rights and remedies under this provision are in addition to any other rights and remedies provided by law or under this Agreement.

9. Consideration

The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided.

A. Payment Does Not Imply Acceptance of Work. Court's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, that does not conform to requirements of this Agreement will be rejected, and will be redone by Contractor, without delay or additional cost to Court.

B. Disallowance. If Contractor receives payment from Court for a service or reimbursement that is later disallowed or rejected by the Court, Contractor will promptly refund the disallowed amount to Court upon Court's request. At its option, Court may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

10. Contractor Status

A. Independent Contractor.

A.1 Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent Contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Contractor has no authority or responsibility to exercise any rights or power vested in Court.

A.2 This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3 If any governmental entity concludes that Contractor is not an independent Contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

B.1 Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2 On site employees must not have a criminal history and/or currently be on probation or parole (reference not in violation of Labor Code 432.7).

B.3 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent Contractors.

B.4 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

B.5 Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between Court and any Contractor or Subcontractor personnel.

C. Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement and more particularly as set forth in Section E – Statement of Work, and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

D. Permits, Laws, and Regulations.

D.1 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 accomplish the Work. Such permits and licenses will be made available to Court, upon request.

D.2 Contractor will promptly provide Notice to Court of any conflict discovered between this 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.

E. Subcontracting.

E.1 Contractor will not engage a Subcontractor to perform any portion of this Work, without the express written consent of Court. Any Subcontracting without Court's written consent is a material breach of this Agreement.

E.2 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.

F. Signature Authority. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement.

11. Dispute Resolution

Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

A.1 If a dispute remains unresolved following Notice by either party, each party's Chief Executive Officer ("CEO") or designated representative will meet to exchange information and attempt resolution within fifteen days of the effective date of the Notice.

A.2 If the matter is not resolved as set forth in section 11.A.1, the aggrieved party will submit a second Notice which will:

- a) provide detailed factual information;
 - b) identify the specific provisions in this Agreement on which any demand is based;
 - c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
 - d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment.
- Notice will be signed by an authorized representative of the aggrieved party.

A.3 Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution.

B.1 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

B.2 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 the Agreement.

12. Force Majeure

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

- 1. catastrophic acts of nature, or public enemy;

2. civil disorder;
3. fire or other casualty for which a party is not responsible; and
4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide 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.

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

13. Indemnification

A. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the Court) Court and its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, the performance or breach of this Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. Such indemnification will not include loss, damage, or expense arising from the sole negligence or willful misconduct of Court or its agents, officers, and employees.

B. Contractor's obligation to defend, indemnify, and hold Court and its agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

14. Insurance

A. General Insurance Requirements. Contractor will obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, Court will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of completion of the Work.

B. Minimum Scope & Limits of Coverage.

Contractor will maintain the following coverage:

1. Workers' Compensation at statutory requirements of the state of residency.
2. Employers' Liability with minimum limits of **\$1,000,000.00** for each accident.
3. Commercial General Liability Insurance with minimum limits of **\$2,000,000.00** for each occurrence and annual aggregate. The Contractor may satisfy these limits of liability through any combination of primary, excess or umbrella insurance. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under contract. The policy must not contain exclusions for replacement of lost keys or the cost to install new locks or for damage to the Court's property that must be repaired or replaced because work was performed incorrectly.

4. Business Automobile Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.

5. A Crime Insurance covering the dishonest acts of employees furnished by Contractor, including coverage for theft of property of the Court by the Contractor, its employees or subcontractors. The limit shall not be less than **\$250,000** each occurrence.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, Court. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to Court and will be the sole responsibility of Contractor.

D. Endorsements; Additional Insureds.

The General Liability policy will contain, or be endorsed to contain, the following provisions:

1. Court, its officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor;

2. To the extent of Contractor's negligence, Contractor's insurance coverage will be primary insurance as respects Court, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Court, its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way;

3. Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability;

4. Contractor will provide Court certificates of insurance satisfactory to Court, evidencing all required coverages before Contractor begins any Work, and complete copies of each policy upon Court's request;

5. If at any time, the foregoing policies become unsatisfactory to Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to Court, Contractor will, upon Notice from Court, promptly obtain a new policy, and submit the same to Court, with the appropriate certificates and endorsements, for approval;

6. All of Contractor's policies will be endorsed to provide Notice to Court of cancellation, non-renewal, and reduction in coverage, within fifteen days, mailed to the Court's representative for Notices named on the Agreement Cover Sheet. Such Notice will reference the relevant project, and Agreement number.

E. Waiver of subrogation. Contractor and its insurance carrier waive any and all rights of subrogation against the Judicial Branch Entities. This waiver will be reflected on the Certificate of Insurance, provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify Court from all costs and liability caused by Contractor's breach.

15. Limitation of Liability

Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, incidental, 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 Agreement or in tort, exceed the amounts paid to Contractor by Court under this Agreement.

16. Material Safety Data Sheets

If some or all of the products used by Contractor to perform the Work are on CAL OSHA's "Hazardous Substances List," Contractor shall forward a completed Material Safety Data Sheet (MSDS) to the Court.

17. Modification.

No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes to Section E (Statement of Work).

18. Statement of Work; Acceptance

A. Statement of Work. Contractor will perform and complete all Work described in Section E – Statement of Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.

B. Acceptance. All Work provided by Contractor under this Agreement is subject to written acknowledgement and acceptance by Court's Project Manager. The Court's Project Manager will apply the acceptance criteria set forth in Section E – Statement of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work.

B.1 If the Work is not acceptable, Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of Notice to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this section 18 until Contractor's receipt of Court's written acceptance of such corrected Work; provided, however, that if Court rejects any Work on at least two (2) occasions, Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to Court.

C. Prior Work. Prior work, performed by Contractor pursuant to Court's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

D. Non-Exclusivity. This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

19. Standard of Performance; Warranties

A. Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.

B. Warranties.

B.1 Services Warranty. Contractor warrants and represents that the services rendered and Work performed under this Agreement shall be performed in a competent and professional manner with requisite skill and diligence consistent with professional standards for the industry and type of work being performed, and in compliance with all applicable laws, rules and regulations. Contractor further warrants and represents that each of Contractor's employees,

subcontractors, and agents assigned to perform the Work shall possess the training, background, and skills reasonably commensurate with the level of performance required. Contractor hereby acknowledges that Court relies on the accuracy, competence, and completeness of the services and Work to be performed hereunder by Contractor.

B.2 Non-Infringement. Contractor represents and warrants to Court that it is and will be either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.

B.3 All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.

B.4 Unless otherwise specified, the warranties set forth in this section 19 commence after Work has been approved and accepted by Court.

C. Personnel Requirements.

C.1 Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals as proposed during the performance of Work.

C.2 Court reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the Project Manager.

C.3 Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Project Manager, Court may terminate this Agreement for cause.

C.4 No minor under 18 years of age shall work in any Court facility without the express written approval of the Court Executive Officer.

D. Background Checks.

D.1 For Contractor's employees, Subcontractors, or agents performing work, and with access to Court's systems (on-site or remotely) in the performance of their Work under this Agreement, Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time.

D.2 Contractor shall have all employees working in the Facilities fingerprinted by the Santa Barbara Police Department (LiveScan) within 10 days from the start of the Agreement.

D.3 Contractor will cooperate with Court in performing any background checks; will provide prompt Notice to Court of

- a. Any person refusing to undergo such background check, and will immediately remove person from the project, and
- b. The results of any background check as requested by Court.

D.4 Contractor will obtain all releases, waivers, or permissions required for the release of such information to Court. Any additional costs will be borne by Contractor.

D.5 Verification of clearance for any employees with access and entry into the facilities must be received by the Court PRIOR to the start of Work.

20. Survival

Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties.

21. Term

This Agreement shall be effective July 1, 2010 and shall remain in effect for an initial one-year term, unless otherwise terminated as provided herein. 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. The Court shall have the option to extend this Agreement for three additional one-year periods.

22. Termination

A. Termination for Cause. Court may terminate this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to Court arising from Contractor's default, including costs to complete or correct the Work, and any and all costs associated with re-keying any court facility, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience.

B.1 Court may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least ten days Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

B.2 If Court terminates all or part of this Agreement other than for cause; the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. Termination due to Fund Appropriation and Availability.

C.1 Court's obligations under this Agreement are subject to the availability of funds authorized for this Work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement.

C.2 Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

D. Effect of Termination.

D.1 Upon any expiration or termination, Court will have the right to take possession of any

Materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to Court all of Contractor's right, title, and interest in and to such Work and related materials and work product, and any and all intellectual property rights.

D.2 Upon termination of any kind, Court may withhold from payment any sum that Court determines to be owed to Court by Contractor, or necessary to protect Court against loss due to outstanding liens or claims of former lien holders.

23. Time is of the Essence.

Time of performance is of the essence in the performance of services by Contractor under this Agreement.

24. 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.

25. Entire Agreement

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter.

End of Section F

Attachment A

Statement of Acceptance of Terms and Conditions

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof (Section F), and that the undersigned's principle is fully bound and committed.

Company Name: _____

Street Address: _____

City: _____

Signature _____

Printed Name _____

Title _____

Date: _____

Attachment B

Pricing Sheet

Please provide your total monthly costs and total hourly rates in the appropriate space in the table below to perform the Work as described in E, Statement of Work of this RFP. The quoted costs and rates shall include all taxes and shall be fixed for a period of at least one year, unless a change in governmental regulations, such as a change in the prevailing wage, necessitates a revision to the costs or rates. Contractor must pay its employees the prevailing wages in accordance with the standards set forth in Section 1773 of the Labor Code.

Facility	Total Monthly Cost Regular Court Schedule	Total Monthly Cost Court Furlough Schedule
Figueroa Division	\$	\$
Santa Barbara Jury Services	\$	\$
Santa Barbara Juvenile Court	\$	\$
Santa Barbara Court Modular (Archives)	\$	\$
Lompoc Division	\$	\$
Solvang Division	\$	\$
Santa Maria Building B	\$	\$
Santa Maria Building C	\$	\$
Santa Maria Building D	\$	\$
Santa Maria Building F	\$	\$
Santa Maria Building G	\$	\$
Santa Maria Building H	\$	\$
Santa Maria Juvenile Court	\$	\$
Miller Street Mediation	\$	\$
Miller Street Investigators	\$	\$
Miller Street Collections	\$	\$
Total Monthly Cost	\$	\$

Miscellaneous Services As Requested By The Court	Total Hourly Rate
Exterior Window Cleaning	\$
Emergency Services As Requested By The Court	\$

Note:

- The Total Monthly Cost for the Regular Court Schedule should reflect the Court holidays as non-working days.
- The Total Monthly Cost for the Court Furlough Schedule should reflect one additional non-working day per month.

Optional Trash Services for Judges and Secretarial Staff

Facility	Judges & Secretarial Staff in Each Facility	Optional Trash for Judges & Secretarial Staff
Figueroa Division	6 Judges, 1 Secretary	\$
Santa Barbara Jury Services	1 Judge, 1 Secretary	\$
Santa Barbara Juvenile Court	1 Judge, 1 Secretary	\$
Santa Barbara Court Modular (Archives)	N/A	
Lompoc Division	1 Judge full time, 1 Judge 2x /week	\$
Solvang Division		\$
Santa Maria Building B	1 Judge	\$
Santa Maria Building C	2 Judges, 2 Secretaries	\$
Santa Maria Building D	2 Judges, 2 Secretaries	\$
Santa Maria Building F	N/A	
Santa Maria Building G	4 Judges, 1 Secretary	\$
Santa Maria Building H	N/A	
Santa Maria Juvenile Court	1 Judge, 1 Secretary	\$
Miller Street Mediation	N/A	
Miller Street Investigators	N/A	
Miller Street Collections	N/A	
Total Monthly Cost		\$

End of Pricing Sheet

Attachment C

Bid Checklist for Vendors

- Submitted questions/clarifications, if needed, to Court no later than Monday, June 7, 2010 by 5:00p.m., addressed to Ms. Ammon M. Hoenigman, Procurement Specialist at sbsolicitation@sbcourts.org.
- Included Executive Summary, cover Page to include contact information and authorized signature and name of submitting authority and Vendor information.
- Included Narrative with Statement of Work, Qualifications and Experience
- Included Attachment B, Pricing Sheet
- Included three (3) references
- Included one (1) signed original and four (4) copies
- Included Attachment A, signed and accepted, or signed with a list of exceptions taken.
- Submitted bid to be received by Court no later than Friday, June 11, 2010 at 3 p.m. (Pacific Time) addressed to:

Ms. Ammon M. Hoenigman, Procurement Specialist
Superior Court of California, County of Santa Barbara
1100 Anacapa Street, 2nd Floor
Santa Barbara, CA 93101

Attachment D

Mandatory Pre-Bid Conference and Site Walk

**Friday, June 4, 2010
9:00 AM**

1. Downtown Santa Barbara Sites to be viewed:

Assembly Area: Department 9, Figueroa Courthouse ~ 9 a.m. prompt
118 E. Figueroa Street – Figueroa Courthouse
Figueroa Modular

1108 Santa Barbara Street – Jury Services Building

2. Santa Barbara Juvenile Court

4500 Hollister Avenue

Route from Downtown Santa Barbara: North on US 101 to State Street Exit. Turn left onto State Street. State Street becomes Hollister Avenue.

Total Est. Time: 8 minutes **Total Est. Distance:** 5.13 miles

3. Solvang Division, Superior Court

1745 Mission Drive, Solvang Ca (Site map below)

Assembly Area: Lobby between Library and Courtroom 1

Route from Santa Barbara Juvenile Court: Turn left onto Hollister Avenue. Hollister Avenue becomes State Street. Turn left onto SR 154 (San Marcos Pass / CA-154). Proceed on SR 154 to West on SR 246. West SR 246 becomes Mission Drive in Solvang. The Court is located just prior to Solvang's Business Center. The Court is directly across from the Santa Ynez Valley Mission, and between Alamo Pintado and Alisal Roads.

Total Est. Time: 37 minutes **Total Est. Distance:** 29.79 miles

4. Santa Maria Court Complex 312 E. Cook Street, Santa Maria, Ca. 93454

Assembly Area: Campus Map located between Bldg "G" and Bldg "E" ~ Near rear parking lot public entrance to Bldg "G" (Campus map below).

Route from Solvang: West on SR 246 through Solvang and Buellton to US 101. North on US 101 to Main Street exit, Santa Maria. North on frontage road then left on Main Street (west). Proceed west on Main Street to S. Miller Street. Turn left on South Miller. Proceed south on S.

Miller Street. After the intersection with Cook St, the Court Complex is visible on the right. Enter the **SECOND** driveway entrance behind the buildings. Free public parking is available surrounding the buildings.

Total Est. Time: 39 minutes **Total Est. Distance:** 36.06 miles

5. Santa Maria Juvenile Court

4285 California Blvd.

Route from Santa Maria Court Complex: West on E. Cook St. toward S McClelland Street. Turn left onto CA-135 S/S Broadway. Continue to follow CA-135 S. Turn right onto W Foster Road. Turn left onto California Blvd.

Total Est. Time: 11 minutes **Total Est. Distance:** 5.67 miles

6. Lompoc Division, Superior Court

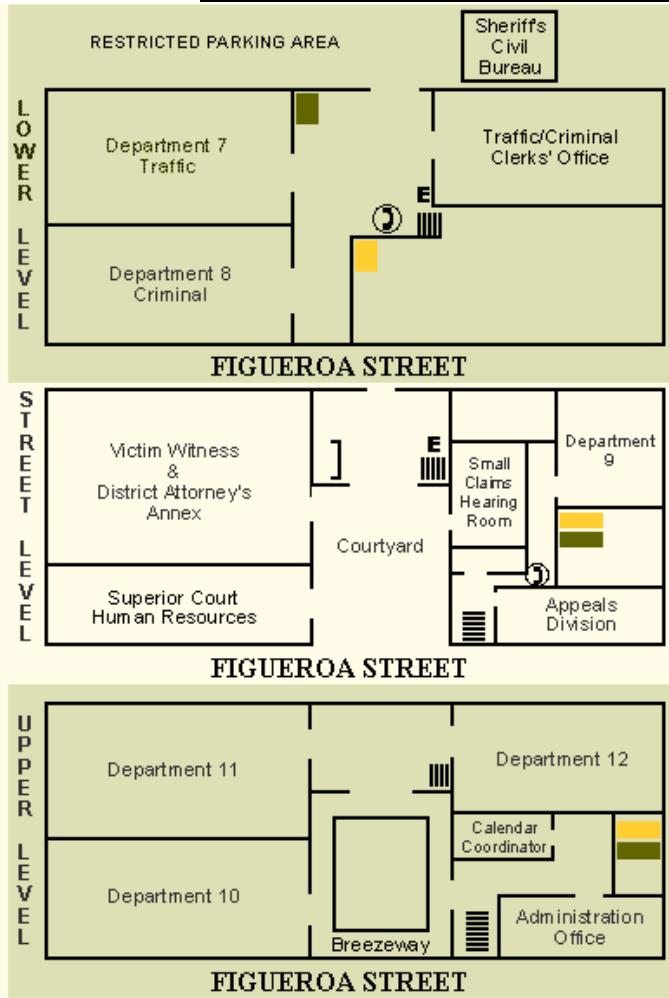
Assembly Area: Court Lobby

Route from Santa Maria Juvenile Court:

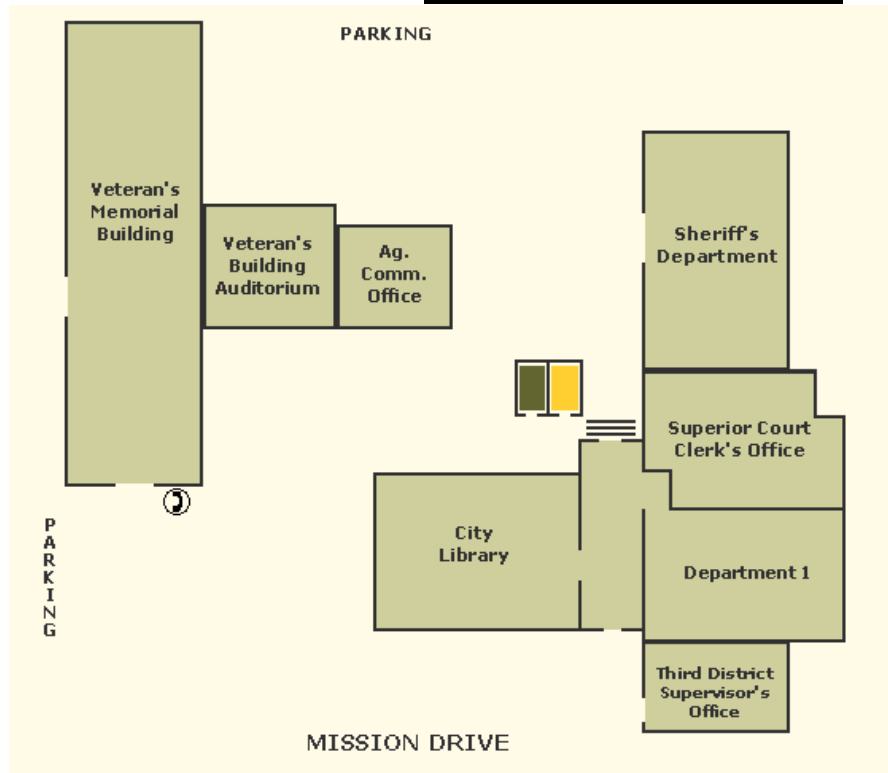
Proceed South on California Blvd toward Clubhouse Drive. Turn right onto Clubhouse Drive. Turn right onto Foxenwood Drive. Turn left onto S. Blosser Road. Turn right onto W Clark Avenue. Turn left onto CA-1 S /Casmalia Rd. / Cabrillo Hwy, keep left at fork to go onto CA-135 S. Merge right onto south SR1 toward Vandenberg AFB and Lompoc. At traffic signal at Vandenberg Air Force Base, turn left to continue southbound on SR1. At the second signal, merge right onto North "H" Street. Proceed south on "H" Street through Lompoc's Business District (Business SR1) to Ocean. Turn left on Ocean Ave (still SR1). Civic Center Plaza is located on the right a few blocks from the intersection of Ocean and "H" Street (between "D" and "E" Streets). Park in the free Public Parking area between the Police Department and the Municipal Pool. Walk to the Court Clerk's lobby just to the south of the Police Building.

Total Est. Time: 28 minutes **Total Est. Distance:** 20.49 miles

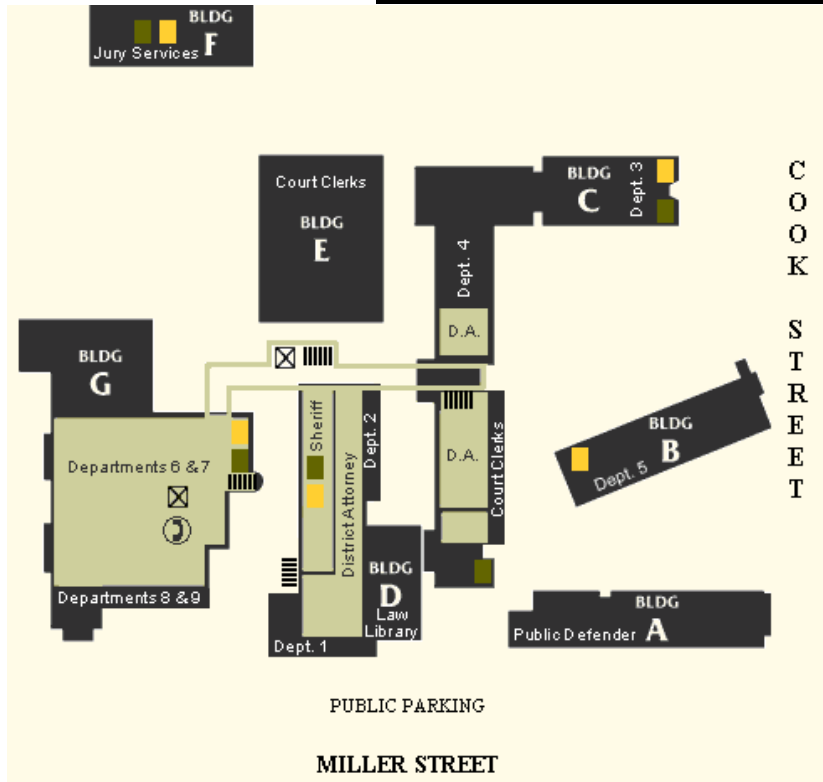
SANTA BARBARA – FIGUEROA DIVISION



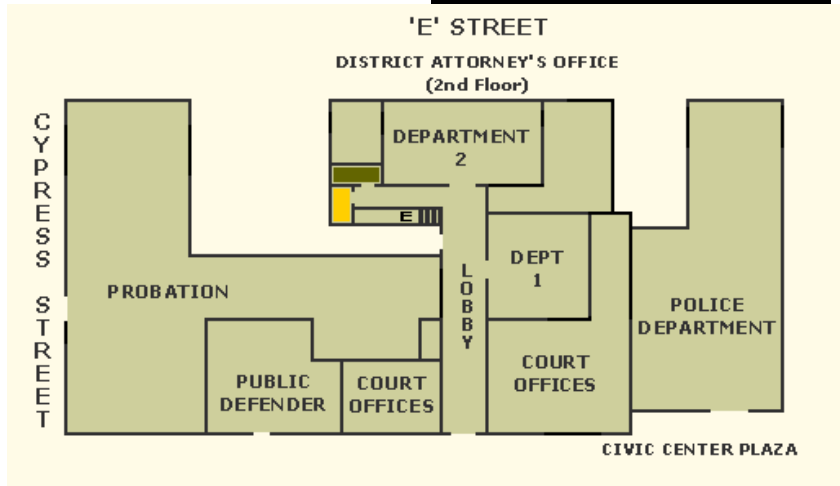
SOLVANG DIVISION



SANTA MARIA DIVISION



LOMPOC DIVISION



Note: The Santa Maria Courthouse is currently under renovation. Building E is not included in this proposal. The Staff and Offices are currently occupying Building H which is not depicted in the above map for Santa Maria Cook and Miller Divisions.

End of Attachment D – Mandatory Vendor's Walk-Through

Attachment E

Superior Court of California, County of Santa Barbara
EMPLOYEE/VOLUNTEER STATEMENT FORM

**USE OF CLETS CRIMINAL JUSTICE INFORMATION
AND DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION**

As an employee/volunteer of _____, you may have access to confidential criminal records, Department of Motor Vehicle records, or other criminal justice information, much of what is controlled by statute. All access to California Law Enforcement Telecommunications System (CLETS) related information is based on the need to know and the right to know. Misuse of such information may adversely affect an individual’s civil rights, and violates the law and/or CLETS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released, Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public record and CLETS information, California Vehicle Code Section 18098.45 prescribes the penalties relating to misuse of Department of Motor Vehicle record information. Penal Code Sections 11142 and 13303 state:

Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.

Any person/volunteer who is responsible for CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL CLETS ACCESSIBLE INFORMATION.

Signature: _____

Print Name: _____

Date: _____