



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA**  
**REQUEST FOR QUOTE- SERVICES**

**RFQ NO.: 2008-04**

**Date Issued: March 28, 2008**

**From:**

**To: (Vendor to Complete)**

Superior Court of California  
 County of Santa Barbara  
 1100 Anacapa Street, 2<sup>nd</sup> Floor  
 Santa Barbara, CA 93101  
 Attention: Ammon M. Hoenigman  
 Phone: 805-568-3101 Fax: 805-884-8071  
 Email: sbsolicitation@sbcourts.org (All  
**questions to be submitted via email  
 only**)

Vendor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

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

**THIS IS NOT AN ORDER**

**Deadline For Submitting Questions:** April 10, 2008

**Bid Submittal Date:** April 18, 2008

**Service to Begin:** July 1, 2008 **Payment:** Net 30 days

**Description of Requested Service**

The Superior Court of California, County of Santa Barbara is requesting quotations 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.

**Evaluation Criteria** – Bids will be evaluated to determine the bid that offers the best value to the 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, the 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:**

- Experience on similar assignments (*As requested in Section II subsection 3 (a) below*).
- Financial viability and stability (*As requested in Section II subsection 3 (d) below*).
- Cost/Pricing factors. (*As requested in Section II subsection 3 (e) below*).
- References. (*As requested in Section II subsection 3 (f) below*).
- Experience of key personnel (*As requested in Section II Subsection 4 (a) below*).
- Proposed work plan. (*As requested in Section II subsection 4 (b) below*).
- Ability to meet time specifications as noted in this RFQ (*As requested in Section II subsection 4 (c) below*).
- Level of environmental awareness (*As requested in Section II subsection 4 (d) below*).

**Quote Valid Through** \_\_\_\_\_

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

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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## I.

### **BID INSTRUCTIONS**

#### **1. PROCUREMENT SCHEDULE**

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

<b>No.</b>	<b>EVENTS</b>	<b>Key Dates</b>
1	Issue RFQ	<b>Friday, March 28, 2008</b>
2	Email Notice of Intent to Quote (See Section I 1.)	<b>Wednesday, April 2, 2008, 5:00pm PST</b>
3	Mandatory Vendors Walk-Through	<b>Monday, April 7, 2008, 9:00am PST</b>
4	Deadline for Vendor Requests for Questions, Clarifications or Modifications	<b>Thursday, April 10, 2008, 5:00pm PST</b>
5	Addendum for Answers, Clarifications or Modifications	<b>Tuesday, April 15, 2008</b>
5	Proposal Due Date and Time	<b>Friday, April 18, 2008, 4:00 pm PST</b>
7	Potential Interviews (estimated)	<b>Thursday April 24 and Friday, April 25, 2008</b>
8	Notice of Intent to Award (estimated)	<b>Monday, April 28, 2008</b>
9	Negotiations (estimated)	<b>Wednesday, April 30, 2008</b>
10	Notice of Award (estimated)	<b>Thursday, May 1, 2008</b>

#### **2. IMPORTANT – LETTER OF INTENT TO ATTEND CONFERENCE:**

A **Letter of Intent** from a prospective vendor must be sent via e-mail to [sbsolicitation@sbcourts.org](mailto:sbsolicitation@sbcourts.org) by the date and time stated in Section I. of the Procurement Schedule. Your letter of Intent should indicate the number of individuals (vendor and its subcontractors) who plan on attending the Conference and Walk-Through. The Court will prepare a summary of questions and answers from the Conference, as an addendum, which will be provided to attendees.

## **II. DOCUMENT SUBMITTAL REQUIREMENTS AND RESERVATION OF RIGHTS**

Respondents to the RFQ may choose to quote on all locations, quote only on selected locations, or may team with a partner to quote on all locations.

All vendors must mail three sets of the following documents to the Solicitation Contact at the designated address prior to the bid submittal date and time indicated (**email submittals will not be accepted**):

1. One signed original of page 1 of this RFQ and two copies.
2. One completed original of the "Pricing Sheet" page of this RFQ and two copies.
3. Vendor information summary.

#### **On a separate sheet(s), please provide the following information:**

- a) A short description of your company including a description of your company's experience as it pertains to providing services similar in size, complexity and scope to those required under this RFQ and in the manner required pursuant to this RFQ.
- b) Total number of years your company has been in business.
- c) Number of years your company has provided services similar in size and scope to those requested in this RFQ.
- d) An audited profit and loss statement and balance sheet for your company for the last three (3) fiscal years. If your company is privately owned, this information will be kept confidential by the Court.
- e) Annual Agreement value of each of your company's three (3) largest Agreements for the past three (3) years for provided services similar in size and scope to those requested in this RFQ.
- f) Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom your company vendor has provided a similar level of services within the last 18 months. Please include a brief description of the scope of services provided to the customer and the duration of the Agreement.
4. a) Provide experience of key personnel, e.g., officer, directors, managers (as applicable) and key employees.  
b) Provide a proposed schedule in which the work will be performed.  
c) Indicate whether or not the ability to meet the proposed dates defined herein this RFQ.  
d) According to O.S.H.A. Law 29 CFR 1910.1200, (1988), all employers must inform their employees about potential hazards associated with the handling, use and disposal of chemical products used in the work place. Describe how your company is complying with the standard.

All information entered on the RFQ 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 RFQ.

The Court reserves the right to reject any and all quotes, in whole or in part, as well as the right to issue similar RFQs in the future.

### **III. RFQ ADDENDA**

The Court may modify this solicitation document prior to the date fixed for submission of bids by providing Notice to potential Bidders via email or by posting on the Court's website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Court no later than three (3) business days following the date the addendum was provided.

**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 Agreement.**

### **IV. MANDATORY VENDOR CONFERENCE AND WALK-THROUGH**

A Mandatory Vendor Conference and Walk-Through to answer questions related to this RFQ will be held on March 7, 2008. The Conference will commence at 9 a.m.; the locations to be visited during the Conference are stated below:

1100 Anacapa Street, Santa Barbara  
1108 Santa Barbara Street, Santa Barbara  
118 East Figueroa Street, Santa Barbara  
4500 Hollister Avenue, Santa Barbara  
312 East Cook Street, Santa Maria  
4285 California Blvd., Santa Maria  
115 Civic Center Plaza, Lompoc  
1745 Mission Drive, Solvang

Transportation will not be provided.

The Conference and Walk-Through are mandatory; prospective quoters are required to attend in order to better understand the quoting requirements. The Court will notify vendors of the location, date and time (a tentative date is noted in section I). In the event a potential quoter is unable to attend the Conference and Walk-Through, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. Quotes from vendors who did not attend the Conference and Walk-Through will not be accepted and will be returned unopened.

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

Vendors interested in responding to this solicitation may submit questions by email only on procedural matters related to the RFQ or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change.

All questions and requests must be submitted by email to the Solicitation Contact no later than the date specified in "Procurement Schedule" section of the "Bid Instructions". Questions or requests submitted after the due date will not be answered.

All email submissions sent to the Solicitation Contact MUST contain the RFQ number and other appropriate identifying information in the email subject line. In the body of the email, always include section names whenever references are made to content of this RFQ.

Without disclosing the source of the question or request, the Court will provide a copy of the questions and answers to potential proposers and will post a copy of the questions and answers on the COURT website.

### **VI. AMBIGUITY, DISCREPANCIES, OMISSIONS**

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.

If prior to the bid submittal deadline a vendor submitting a quote 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 quote 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.

### **VII. CONTACT WITH COURT**

Questions regarding this RFQ must be directed to the Solicitation Contact. At no time and under absolutely no circumstances shall vendors 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 any other Court personnel or anyone else in the State of California Judicial Branch may be cause for rejection of the vendor's response.

## **VIII. ACCEPTANCE OF TERMS**

The requested services will be provided pursuant to the attached terms General Terms and Conditions. Submittal of a proposal indicates that the vendor accepts the General Terms and Conditions.

## **IX. CONFIDENTIAL OR PROPRIETARY INFORMATION**

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 quote. One copy of a submitted quote 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.

## **X. ERROR IN SUBMITTED QUOTE**

If an error is discovered in a vendor's quote, the Court may at its sole option retain the quote and allow the vendor to submit certain arithmetic corrections. In determining if a correction will be allowed, the Court will consider the conformance of the quote 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 vendor discovers a mistake in their quote that renders the vendor unwilling to perform under any resulting Agreement, the vendor must immediately notify the Solicitation Contact in writing and request to withdraw the quote. It shall be solely within the Court's discretion as to whether withdrawal will be permitted.

## **XI. NON-CONFORMING QUOTES**

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

The Court may reject any or all proposals, or where provided for in the RFQ, portions of quotes. The Court may reject quotes 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 RFQ, or any portion thereof. The Court shall document the Contract Record regarding any decisions to reject all quotes, indicating why rejection is in the best interest of the Court.

This RFQ does not commit the Court to award a contract, to pay any costs incurred in the preparation of a quote to this request, or to procure or contract for services and supplies. The Court reserves the right to accept or reject any or all quotes 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 quotes.

## **XII. INTERVIEWS AND NEGOTIATIONS**

### **1. Requests for Additional Information**

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' quote. Failure of a Vendor to demonstrate that the claims made in its quote are in fact true may be sufficient cause for deeming a quote non-responsive.

### **2. Interviews**

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 quote. 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.

### **3. Negotiations**

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 RFQ. The Court reserves the right to award contract, if any, without negotiations.

## **XIII. AWARD**

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

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful Vendor(s) will be required to execute an Agreement in accordance with the Statement of Work in Exhibit D, Pricing Sheet, and the General Terms and

Conditions in Exhibit B. The successful Vendor(s) will also be required to provide a Certificate of Insurance in conformance with the requirements set for in the General Terms and Conditions upon award of contract. The period for execution of the Agreement may be changed by mutual agreement of the parties. Agreements are not effective until signed by both parties.

**XIV. SELECTION FOR AWARD**

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

*End of Bid Instructions*

**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 Section II of this RFQ. 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.

<b>Item</b>	<b>Facility</b>	<b>Total Monthly Cost</b>
1	Anacapa Division	\$
2	Figueroa Division	\$
3	Santa Barbara Jury Services	\$
4	Santa Barbara Juvenile Court	\$
5	Santa Barbara Court Modular (Dept 13)	\$
6	Lompoc Division	\$
7	Solvang Division	\$
8	Santa Maria Building B	\$
9	Santa Maria Building C	\$
10	Santa Maria Building E	\$
11	Santa Maria Building F	\$
12	Santa Maria Building G	\$
13	Santa Maria Building H	\$
14	Santa Maria Juvenile Court	\$
15	Miller Street – Mediation	\$
16	Miller Street – Investigators	\$

<b>Item</b>	<b>Miscellaneous Services As Requested By The Court</b>	<b>Total Hourly Rate</b>
1	Exterior Window Cleaning	\$
2	Emergency Services As Requested By The Court	\$

*End of Pricing Sheet*



**EXHIBIT A**  
**DEFINITIONS**

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

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.
2. **“Agreement Amount”**: total dollar amount of the Agreement.
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 Work; or (4) any change to other terms and conditions.
4. **“Appropriation Year”**: authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year. The Appropriation Year for federally funded agreements ends on September 30th of each year.
5. **“Bidder”**: Party or parties submitting a proposal for the specified Work.
6. **“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 the 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 the Court concerning services to the 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..
7. **“Contractor”**: individual or entity, contracting with Court to do the agreed Work. Contractor is a party to this Agreement.
8. **“Court”**: The Superior Court of California, County of Santa Barbara. Court is a party to this Agreement.
9. **“Deliverable”**: documentation, services or other items, specified in the Agreement, that Contractor shall complete and deliver or submit to Court.
10. **“Facilities”**: Collectively, the following buildings located in Santa Barbara County, California which are covered under this Agreement: Anacapa Division, Figueroa Division, Santa Barbara Jury Services, Santa Barbara Juvenile Court, Santa Barbara Court Modular, Lompoc Division, Solvang Division, Santa Maria Building B, Santa Maria Building C, Santa Maria Building E, Santa Maria Building F, Santa Maria Building G, Santa Maria Building H, Santa Maria Juvenile Court, Miller Street – Mediation, Miller Street – Investigators.
11. **“Material”**: all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.
12. **“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.
13. **“Project Manager”**: Court representative who will operate as the main interface between Contractor and the Court regarding the Work to be performed under this Agreement.
14. **“RFQ”**: This Request for Quotation.
15. **“Solicitation Contact”**: Ms. Ammon M. Hoenigman, Procurement Specialist, Superior Court of California, County of Santa Barbara, sbsolicitation@sbcourt.org.

16. **“Stop Work Order”**: written Notice to Contractor from Court, directing Contractor to stop performance of Work for a specified period, not to exceed ninety (90) days following delivery of the order to Contractor, or for a longer period by mutual agreement of the parties.
17. **“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.
18. **“Task”**: one or more functions, services, or actions, as specified in the Agreement, to be performed by Contractor for the Court.
19. **“Third Party”**: any individual or entity not a party to the Agreement.
20. **"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 Agreement. Work may also include Tasks, Deliverables, and/or Submittals required by individual work order(s).

*End of Exhibit A*

**EXHIBIT B**  
**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**

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

D. 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.

E. 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.

F. 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, as set forth in Exhibit C (Payment).

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. Except as expressly provided in Exhibit D (Statement of Work), 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 Exhibit D – 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.

D.3 Contractor shall plan and conduct the Work to comply with local, state, and federal government agencies' applicable rules, regulations, codes and/or ordinances to adequately safeguard persons and property from injury. Contractor shall direct the performance of the Work in compliance with reasonable safety regulations and Work practices and with applicable federal, state and local laws, rules and regulations, including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and Safety Orders of the California State Division of Occupational Safety and Health (Cal-OSHA). Court may require Contractor's employees to wear approved "hard hats" and also to observe reasonable safety precautions in addition to those in use or proposed by Contractor. Neither the giving of such special instructions by Court nor the adherence thereto by Contractor shall relieve Contractor of the sole responsibility to maintain safe and efficient working conditions.

D.4 In compliance with California Public Utilities Code, Section 465, Contractor agrees to pay its employees the prevailing wages. For purposes of this paragraph, "prevailing wages" shall be deemed to include employer payments, if applicable, for health and welfare, pension, holidays, sick leave, vacation, apprenticeship, or other training programs when required. Public Utilities Code, Section 465(d), provides that the Director of the Department of Industrial Relations shall determine the prevailing wage for custodial or janitorial employees in accordance with the standards set forth in Section 1773 of the Labor Code. Failure to pay the prevailing wage, as determined by the Director of the Department of Industrial Relations shall be cause for the termination of the Agreement.

D.5 Contractor shall comply with all applicable state laws, rules and regulations, including, but not limited to, Public Utilities Code 465 and 466, for the performance of the Work to be performed under this Agreement.

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 coverages:

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 **\$1,000,000.00** for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
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 or Fidelity Bond covering the dishonest acts of employees furnished by Contractor. The limit shall not be less than \$50,000 each occurrence.
6. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.

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, nonrenewal, 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 Exhibit D (Statement of Work).

**18. Scope of Work; Acceptance**

A. Scope of Work. Contractor will perform and complete all Work described in Exhibit D – 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 Exhibit D – 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 Project Manager shall use the Acceptance and Sign-off Form (in the form provided as Attachment 1) to notify the Contractor of acceptance or non-acceptance.

B.2 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 Acceptance and Sign-Off Form 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. [employees are competent, etc. Look at Tom's clause.]

### 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 (listed in Exhibit. E: Attachments) 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.

C.5 Contractor shall have all employees working in the Facilities fingerprinted by the Santa Barbara Police Department (LiveScan) within 10 (ten) days from the start of the Agreement. Each employee will also have a background check by the Court. Verification of clearance for any employee with access and entry into the Facilities must be received by the Court PRIOR to the start of work.

C.6 Notwithstanding the foregoing, Court shall have the right at any time to refuse access to the Court's premises or systems to any employee, subcontractor or agent of Contractor where the Court determines, in its sole discretion that such person or entity poses a risk to the Court, or any person, system, or asset associated with the Court.

C.7 All employees shall be identified while on the premises by picture identification card furnished at Contractor's expense, and by shirt, blouse or smock indicating the company name or logo in print large enough to be read easily.

C.8 Contractor shall be responsible for all costs of fingerprinting, identification badges, background checks and uniforms related to performing the Work.

C.9 Court shall furnish Contractor all necessary keys for locations herein. Contractor shall maintain a file of key assignment cards for each employee, subject to inspection by Court. Keys shall be numbered and assigned by number. During working hours, keys shall be in the possession of an employee of Contractor and shall not be left in a door or left out in plain sight. Keys shall not be duplicated without prior written consent of Court. Contractor shall pay all costs incurred by Court due to the negligent handling of keys by Contractor's employees.

C.10 Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key in their possession. Doors shall not be propped open, left open, or left unlocked while cleaning takes place. All doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked at the end of each shift to verify the areas are secured.

## **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 [insert effective date - TBD] 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, 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 Exhibit B*

**EXHIBIT C**  
**PAYMENT TERMS**

**[Payment terms will be developed based on vendor's proposal]**

**1. Agreement Amount**

The total amount that Court may pay to Contractor for performing the Work set forth in Exhibit D, Statement of Work, shall be the **actual costs, not to exceed \$\_\_\_\_\_.**

**2. Rates**

- A. .
- B.
- C. Contractor shall not charge, nor shall Court pay, any overtime rate.

**3. Expenses**

The rate(s) set forth above includes all costs, benefits, expenses, fees, overhead, and profits payable to Contractor for services rendered to Court.

**4. Invoicing Requirements**

**5. Invoicing**

- A. After completion of Work, the Contractor shall submit a single consolidated monthly invoice all inclusive of the eighteen (18) locations serviced and any applicable charges for additional work as requested by the Court. After receipt of invoice, Court will approve the invoice for payment, or provide Contractor with specific reasons why any payment is being withheld, and those remedial actions required for Contractor to receive the withheld amount. The following information must be included on the invoice:
  - i. Agreement number;
  - ii. Unique invoice number;
  - iii. Contractor's name, address and telephone number
  - iv. Name and address of Contractor representative to whom payments are to be sent if different from the above.
  - v. Name, title and telephone number of the person to contact in case of an incomplete or incorrect invoice.
  - vi. Description of goods provided or services performed.
- B. Court will make payment in arrears, after receipt of Contractor's properly completed invoice.
- C. Contractor will submit one original and two copies: Superior Court of Santa Barbara County

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

Please note: invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

Invoice and billing questions will be directed to the following Court representative:  
Superior Court of Santa Barbara County  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*End of Exhibit C*

**EXHIBIT D**  
**STATEMENT OF WORK**

**1. General Description**

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

<b>Location</b>	<b>Square Feet</b>
Anacapa Division 1100 Anacapa St. Santa Barbara, CA 93101 6 Courtrooms	approx. 40,000
Figueroa Division 118 E. Figueroa Street Santa Barbara, CA 93101 6 Courtrooms	approx. 40,000
Santa Barbara Jury Services 1108 Santa Barbara St. Santa Barbara, CA 93101 1 Courtroom	approx. 8,000
Santa Barbara Juvenile Court 4500 Hollister Avenue Santa Barbara, CA 93110	approx 2,840
Santa Barbara Court Modular (Archives) 118 E. Figueroa Street Santa Barbara, CA 93101	approx. 8,000
Lompoc Division 115 civic Center Plaza Lompoc, CA 93436 2 Courtrooms	approx. 10,600
Solvang Division 1745 Mission Drive Solvang, CA 93463 1 Courtroom	approx. 5,000
Cook Division Santa Maria Building B 312 E. Cook Street Santa Maria, CA 93454	approx 1,900

<b>Location</b>	<b>Square Feet</b>
Cook Division Santa Maria Building C 312 E. Cook Street Santa Maria, CA 93454 2 Courtrooms	approx. 6,000
Miller Division Santa Maria Building E 312 E. Cook Street Santa Maria, CA 93454	approx. 6,500
Cook Division Santa Maria Building F 312 E. Cook Street Santa Maria, CA 93454 Jury Assembly	approx. 3,000
Miller Division Santa Maria Building G 312 E. Cook Street Santa Maria, CA 93454 4 Courtrooms	approx. 24,000
Cook Division Santa Maria Building H 312 E. Cook Street Santa Maria, CA 93454 1 Courtroom	approx. 5,800
Santa Maria Juvenile Court 4285 California Blvd. Santa Maria, CA 93455 1 Courtroom	approx. 6,000
Miller Street – Mediation 201 S. Miller Street Santa Maria, CA 93455	approx. 1,620
Miller Street – Investigators 201 S. Miller Street Santa Maria, CA 93455	approx. 1,640

**2. Technical Specifications for Janitorial Services**

**2.1 Specific Requirements**

The Contractor shall provide the following services at the Facilities in the following areas and at the following frequencies:

EXTENT OF SERVICE	FREQUENCY OF SERVICE						
	5 x Week	3 x Week	Weekly	Semi monthly	Monthly	Quarterly	Annually

**2.1.1. 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					

**2.1.2 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			

**2.1.3. 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						

**2.1.4. 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						

EXTENT OF SERVICE	FREQUENCY OF SERVICE						
	5 x Week	3 x Week	Weekly	Semi monthly	Monthly	Quarterly	Annually

**2.1.5. MISCELLANEOUS**

Clean and sanitize drinking fountains	X						
Clean Interior Windows							X
Clean smudge marks on the Figueroa Division transaction windows	X						
Clean entire Figueroa Division transaction windows			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				

**2.1.6. 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 building to security organization	X						
Notify Facility Manager of irregularities (unlocked doors, plumbing problems, lights not working)	X						

**2.1.7. FLOORS**

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

**2.1.8. CUSTOMER SERVICE**

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

**2.1.9 Miscellaneous Services – services performed as directed by Court and performed at an additional cost for all Court locations.**

- Exterior window cleaning

**2.1.10 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 section 2.1 of 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 Exhibit D (Statement of Work), will be valid without written approval by the Court in the form of an amendment, as set forth in Exhibit B (General Terms and Conditions).

## **2.2 General Requirements**

- 2.2.1** Contractor shall furnish all necessary labor, supervision, travel, equipment, Materials and supplies to perform the services described in section 2.1 of this Statement of Work, except as set forth in Section 2.4.4.
- 2.2.2** 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 that all keys, badges and any other items that belong to the Court are returned to the Court within 24 hours.
- 2.2.3** 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
- 2.2.4** Contractor shall provide relief personnel as necessary to ensure that each assignment is performed per specifications and deliverables, regardless of employee absenteeism.
- 2.2.5** The lead person and all staff 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 an 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.
- 2.2.6** Contractor will be 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.
- 2.2.7** 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.
- 2.2.8** No unauthorized visitors or workers will be allowed on the Facilities premises. The Court must approve all individuals visiting or working in the Facilities.
- 2.2.9** 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 disturbing papers on desks or other work areas and opening any drawers or cabinets.
- 2.2.10** If the Court finds any Contractor's employee 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 the Court endorse or approve (expressed or implied) any termination by Contractor of any employee replaced pursuant to this paragraph.
- 2.2.11** 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.

- 2.2.12 Contractor shall ensure that staff working after business hours keep voices, radios, and compact disc and tape players at a low decibel level so as not to disturb Facilities staff.
- 2.2.13 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 will be permitted.

## **2.3 Equipment**

- 2.3.1 The equipment used by the 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 insure compliance with the intent of the Agreement.
- 2.3.2 In cases where particular types of equipment have been banned, or in cases where the 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.
- 2.3.3 All vacuums used must be equipped with Hepa Filtration.

## **2.4 Materials and Supplies**

- 2.4.1 Only Material and supplies meeting industry standards will be acceptable in the performance of this Work. The Project Manager 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.
- 2.4.2 Under no circumstances will cleaning tools and Materials be left unattended during normal business hours.
- 2.4.3 The Contractor shall handle chemicals provided at each site so as to minimize the possibility of exposure of facility occupants to acid based or caustic based Materials. A list of all chemicals used for these services shall be submitted and pre-approved by Court's designated contact.
- 2.4.4 The Court will supply to the Contractor light, power and hot and cold water as may be required for the performance of the Work. The Court will also supply all toilet paper, paper towels, bag liners and trash receptacles. 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.
- 2.4.5 All unused products and empty containers shall be properly disposed of by the Contractor as required by federal, state and local laws and regulations. The Contractor shall provide Court with documentation of proper disposal of all products and containers used in the performance of services.

## **2.5 Storage of Equipment and Materials**

- 2.5.1 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.
- 2.5.2 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.
- 2.5.3 All Materials which are stored in a liquid state shall be stored on shelves not higher than three (3) feet above the floor.
- 2.5.4 All products stored in secondary containers shall be properly labeled as to the contents.



## **2.6 Drug Testing**

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.

## **2.7 Hours of Operation and Holiday Schedule**

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

**2.7.2** 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. The Court reserves the right to reschedule Contractor's hours of Work.

**2.7.3** 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 Exhibit C, Payment Terms.

**2.7.4 HOURS OF OPERATION FOR ALL LOCATIONS:** 8:00 a.m. to 5:00 p.m.

### **COURT HOLIDAYS OBSERVED AT ALL LOCATIONS:**

- January 1, New Year's Day
- The third Monday in January, Martin Luther King Day
- The second Monday 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
- 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

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

## **2.8 Acceptance of Work, Inspection and Reporting Requirements**

**2.8.1** 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 use the Acceptance and Sign-off Form, as provided in Attachment 1, to 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 11 of Exhibit B, General Terms & Conditions.

**2.8.2** 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.

**2.8.3** 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.

## **2.9 Customer Service**

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 customer service issues.

*End of Exhibit D*

**Attachment 1**

**Superior Court of California, County of Santa Barbara  
Services Acceptance and Sign-Off Form**

**Description of Work Performed:**

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**Work was:**

• Submitted on Time:       Yes       No. If no, please note length of delay and reason(s).

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• Complete:                       Yes       No. If no, please identify incomplete aspects of the work.

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• Satisfactory:                       Yes       No. If no, please note unsatisfactory aspects of the work.

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Please note level of satisfaction:

Poor               Fair               Good               Very Good               Excellent

Comments, if any:

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**Work is accepted.**

**Work is unacceptable as noted above.**

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

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

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

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

**Attachment 2**  
**Mandatory Vendor's Walk-Through**

**Monday, April 7, 2008**  
**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

1100 Anacapa Street - Historic Courthouse

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**

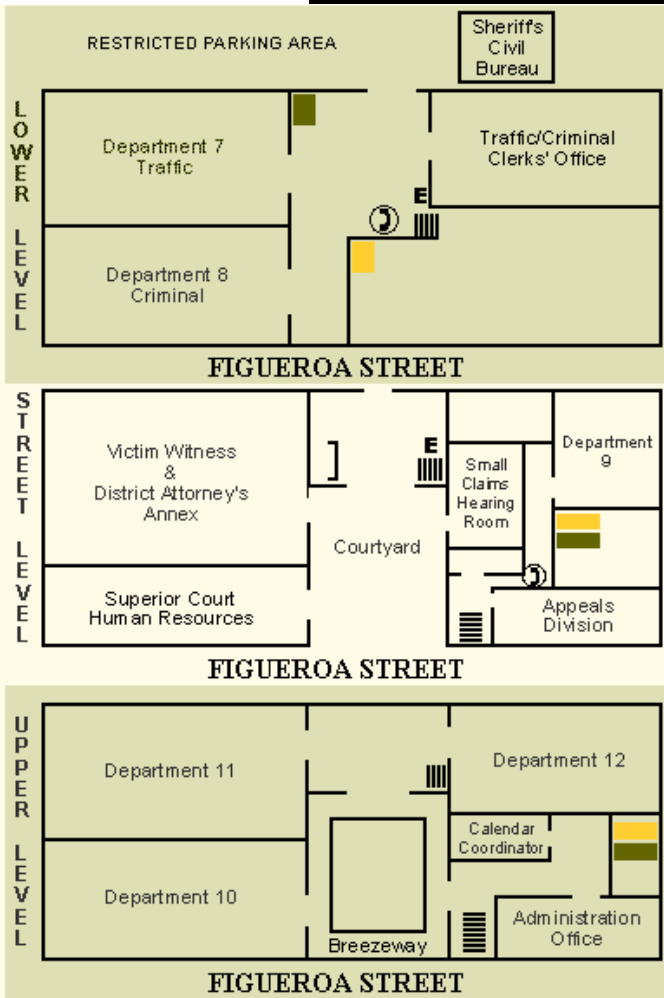
Assembly Area: Court Lobby

Route from Santa Maria Juvenile Court:

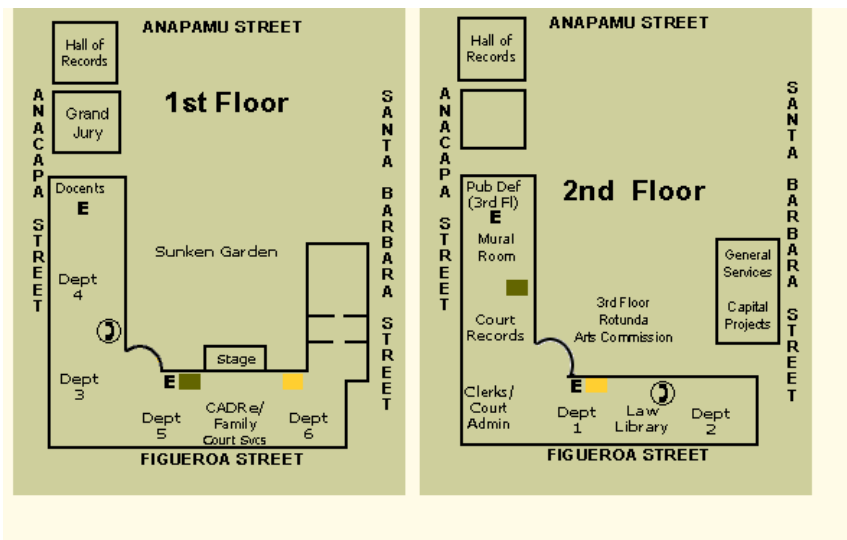
Proceed South on California Blvd toward Clubhouse Drive. Turn right onto Clubhouse Drive. Turn right onto Foxenwood Drive. Turn left onto S. Blosser Road. Turn right onto W Clark Avenue. Turn left onto CA-1 S /Casmalia Rd. / Cabrillo Hwy, keep left at fork to go onto CA-135 S. Merge right onto south 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

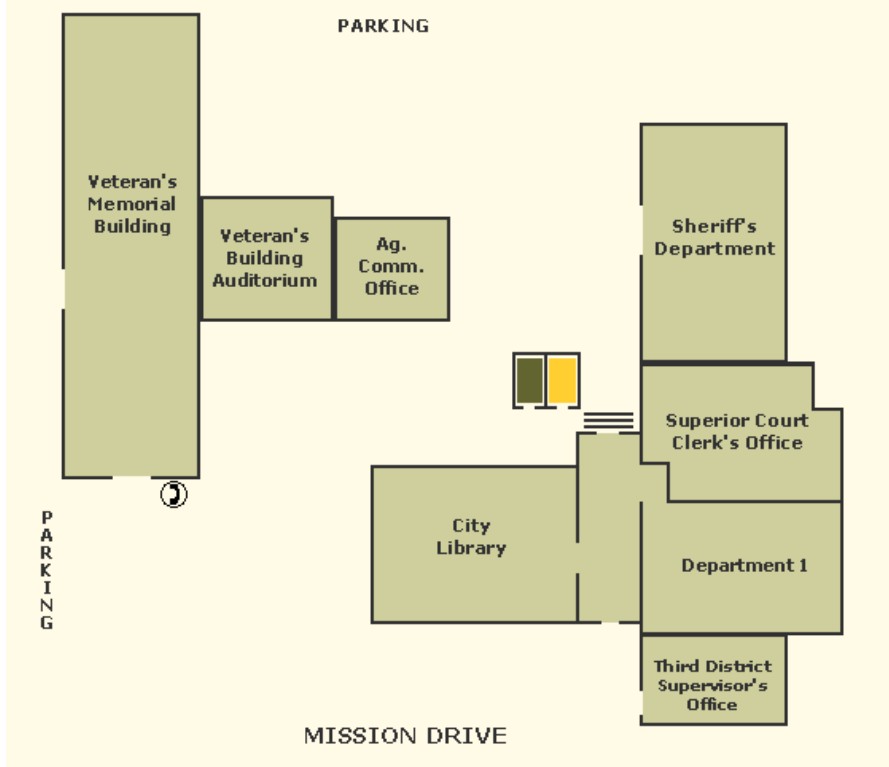
## SANTA BARBARA – FIGUEROA DIVISION



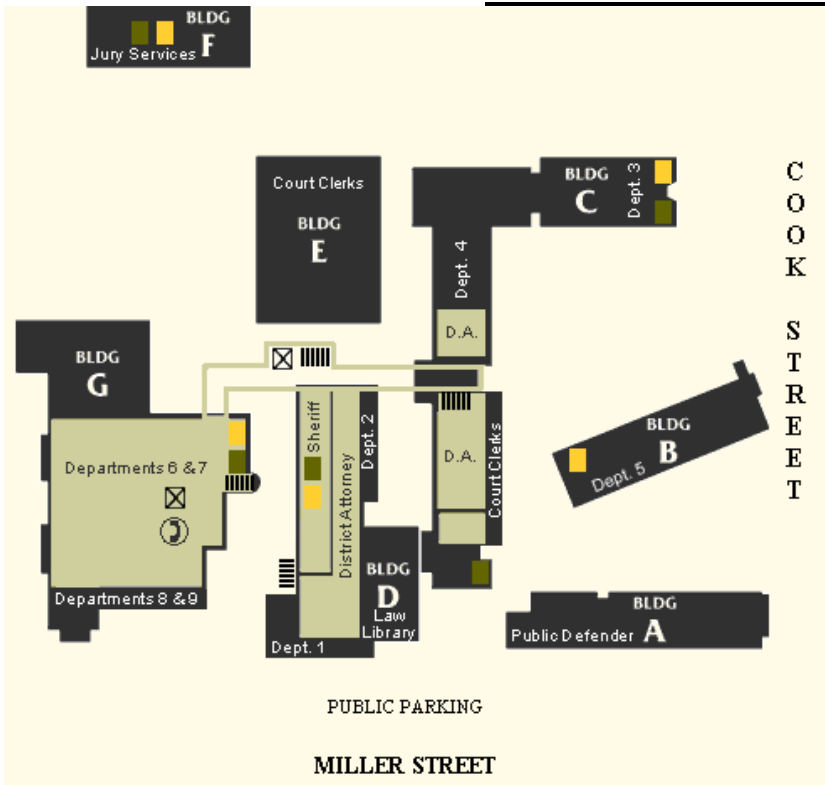
## SANTA BARBARA – ANACAPA DIVISION



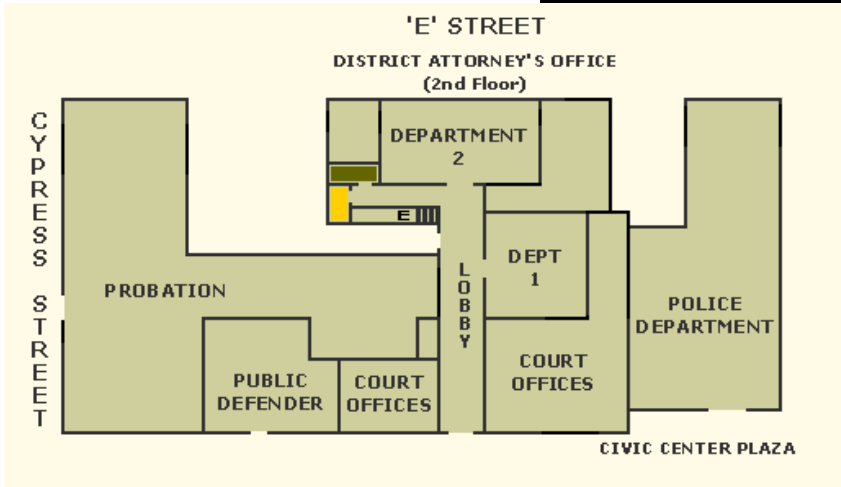
# SOLVANG DIVISION



# SANTA MARIA DIVISION



# LOMPOC DIVISION



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