



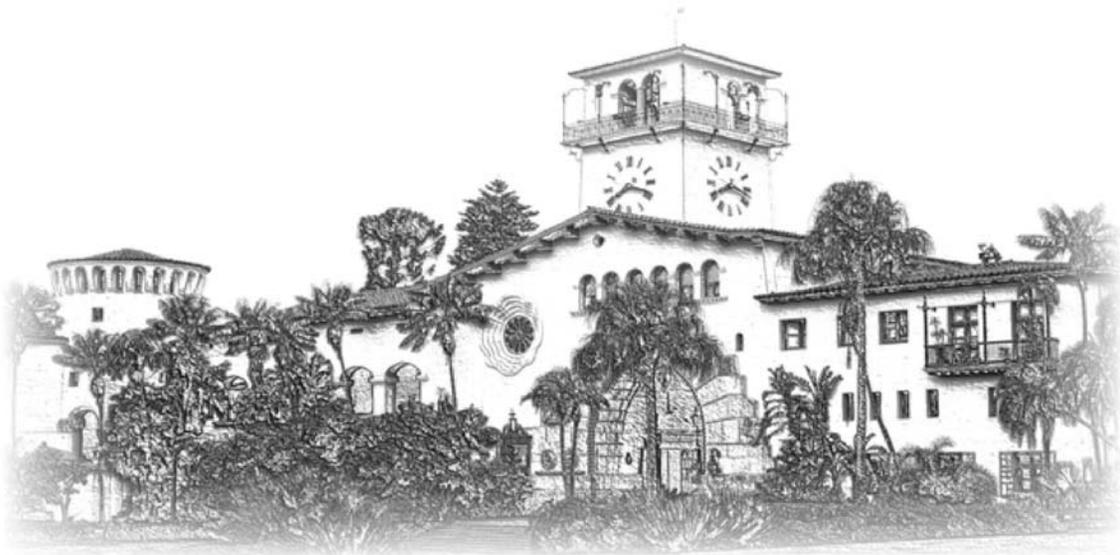
**Superior Court of California, County of Santa Barbara**  
1100 Anacapa Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

**Request For Proposals**

Unarmed Security Guard Services

RFP # 2010-06

**Bid Submittal Date: Friday, June 10, 2011 by 3:00 p.m.**



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## ***Section A***

### **Introduction**

The Superior Court of California, County of Santa Barbara (Court) is requesting proposals from highly qualified firms with expertise in providing unarmed security guard services for six (6) 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. Court intends to make an award to one bidder.

Currently, the Court has eight (8) operational Weapons Screening Stations throughout the County of Santa Barbara. Each Station is currently staffed with two unarmed security guards under the direction of the Santa Barbara County Sheriff's personnel.

The Court will be contracting for an initial term from July 1, 2011 to June 30, 2012, and shall renew automatically on an annual basis through fiscal year 2015-16, unless terminated in accordance with Section F.22., or other provisions of the Contract, provided that funds are appropriated and that the Contract has not been cancelled as provided herein.

***End of Section A***

## *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 23, 2011
2	Deadline to submit questions to court via email. Email to submittal contact at <a href="mailto:sbsolicitation@sbcourts.org">sbsolicitation@sbcourts.org</a>	Tuesday, May 31, 2011, by 5:00 p.m. Pacific Standard Time.
3	All questions and answers posted on Court website	Thursday, June 2, 2011, by 5:00 p.m. Pacific Standard Time
4	Proposal Due Date and Time	Friday, June 10, 2011 by 3:00 p.m. Pacific Standard Time
5	Potential Interviews & Negotiations ( <i>estimated</i> )	Week of June 13, 2011
6	Notice of Award ( <i>estimated</i> )	Week of June 13, 2011
7	Contract to Begin	July 1, 2011

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](http://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, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
805-882-4674

**2. Document Submittal**

a. Proposals must be received no later than 3:00 p.m. Friday, June 10, 2011. 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.

b. Bidder's may request a Word Document format of this RFP via email to [sbsolicitation@sbcourts.org](mailto:sbsolicitation@sbcourts.org)

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 "Unarmed Security Guard Services RFP 2010-06".

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. 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](mailto:sbsolicitation@sbcourts.org). All questions and requests must be submitted via email no later than Tuesday, May 31, 2011 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.

### **4. 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.

## **5. 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.

## **6. 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.c. 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.

## **7. 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.

## **8. 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.

**9. Award of Contract**

a. The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful bidder will be required to execute a Contract in accordance with the Statement of Work, Section E and the General Terms and Conditions, Section F, and provide a certificate of insurance in conformance with the requirements set forth in the General Terms and Conditions within thirty (30) business days of award, and prior to performing any Work. 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.

**10. Protest Procedures**

a. 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.

*End of Section B*

## *Section C*

### **Proposal Evaluation Criteria**

#### **Selection Criteria**

Selection of a vendor and determination of the award will be made to the qualified vendor 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):

- The Offeror will be evaluated on its ability to successfully perform based on its financial strength, company history, experience, training methods, and success in providing like or equivalent services to groups of similar size and complexity with similar requirements to that of the Court.
- The proposal will be evaluated on the offerors ability to adequately staff the Court locations, and the ability to supply adequate staffing in the future for any and all Court locations the Court deems necessary with thirty (30) days notice from Court to add additional locations.
- The proposal will be evaluated in terms of financial feasibility and cost effectiveness of the bid.
- The proposal will be evaluated on its references in which offeror has performed like or equivalent services within the past (18) months. 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.
- Qualifications, experience, and close proximity to the Court 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 proposal will be evaluated on Contractor's ability to maintain a sufficient management infrastructure within or near the Court to ensure management intervention within 45 minutes of an incident.
- 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, 2011.

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

**This request for proposals does not commit the court to award a contract, to defray costs incurred in the preparation of any response to the RFP, or to procure or contract for work.**

## *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 provide a brief statement of the nature of the organization submitting the proposal, its corporate form and history, and its general area of business experience as it pertains to providing services similar or equivalent in scope to those required under this RFP and in the manner required pursuant to this RFP. The Executive Summary should demonstrate the vendors' understanding of the requirements, particularly with Section E. Statement of Work.

#### **2. Cover Page**

- 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.

#### **3. Vendor Information**

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

- a. Vendor profile and California locations (a short description of the vendor)
- b. Federal tax identification number.
- c. If incorporated, the state in which incorporated.
- d. State the number of employees working in the company and breakdown their assignments by category (a company organizational chart is acceptable).
- e. Principle type of business.
- f. Total number of years in business, under present business name, providing unarmed security guard services.
- g. List the total annual revenue of the company, and the total shareholder or partner equity of the company as reported in the closing financial statement from the most recent fiscal year.
- h. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- i. List any exceptions you take to this RFP's General Provisions.

#### **4. Company Experience and References**

The court requires the vendor and its subcontractors to have prior experience in similar or equivalent 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 in providing unarmed security guard services to other courts or entities. References must be provided, including names, titles, and phone numbers of individuals in each customer agency listed. Include references for a minimum of three customers for whom your company has provided similar services within the last eighteen (18) months. Please include a brief description of the scope of services provided to the customer and the duration of the contract. 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.

## **5. Staffing**

A. Describe how you propose to meet the staffing requirements at each WSS in the most cost effective manner.

A.1. Describe your plan for covering break and lunch schedules.

A.2. Contractor shall describe and demonstrate the means of complying with assigned post assignment and reporting hours, and adherence to break schedules and timely return to post duties. If the Contractor is employing time cards, electronic time keeping system or some other verifiable means of recording post hours and employee compliance it shall be identified adequately for the Court to understand and validate against the Courts accounting practices. The Court is looking for a system which does not require a labor intensive verification process on behalf of Court management. Contractor shall provide copies of any hour verification reports intended to be submitted as verification of hours worked against which the Court will provide remuneration and which comply with the Courts accounting practices.

A.3 Describe how you will deal with unexpected absences of security personnel; caused by illness, failure to appear for work, etc. to ensure the full staffing of the screening function each day.

A.4. Describe how you propose to maintain the requirement of a sufficient management infrastructure within or near the Court to ensure management intervention within 45 minutes of an incident.

A.4 Describe how you propose to meet the requirements of the Statement of Work, including staff that will be assigned.

B. Include a copy of your training plan/schedule for unarmed security guards.

B.1. Contractor should thoroughly describe the plan for training on x-ray machines and the use of metal detectors both initial training and on-going training demonstrating a familiarity with established industry standards for weapons identification, testing of personnel and updates in the threats to the Court.

B.2. Contractor shall describe and demonstrate the means and ability to communicate, ensure an understanding and regular monitoring of compliance with post orders, Court protocols, understanding and operation of equipment.

C. Describe the escalation process for Court and Sheriff's Office to address personnel problems, including insubordination, absenteeism, poor performance, tardiness, etc.

D. Provide a visual depiction of uniforms including any over coats or jackets.

***End of Section D***

## *Section E*

### **Statement of Work**

#### **1. Introduction**

The Superior Court of California, County of Santa Barbara is soliciting proposals from qualified vendors to provide unarmed security guard services for six (6) Court facilities located throughout the County of Santa Barbara.

#### **2. General Description**

The Court is seeking an independent contractor to provide unarmed security guard services at eight (8) weapons screening stations located at six court facilities within Santa Barbara County. The Court may add two or more court locations for a total of eleven screening stations. Generally, each weapon screening station consists of one x-ray machine, magnetometer, and hand held metal detectors. Two unarmed security guards are required to be staffed at each weapons screening station at all times of operation. Generally, one sheriff's deputy will be assigned to each weapons screening station. Superior Court facility locations/services are identified as Attachment A., Capacity Requirements, and incorporated herein by this reference. This list is non-inclusive and new locations are subject to be added in any or all of the service areas throughout the term of the Contract.

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

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

#### **3. Specific Requirements**

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

- a. Two (2) years or more experience;
- b. Licensed through the Bureau of Consumer Affairs and in full compliance with all California law and regulation governing private security services, including but not limited to the Private Security Services Act and all relevant sections of the California Business and Professions, Penal and Government Codes;

- c. Established mandatory and continuous in-service training program provided to security guards; and
- d. Completion of thorough background checks on all security guards sent to Superior Court facilities. Sheriff's office may conduct additional comprehensive background investigations on Contractor's security personnel.

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

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

#### **4. Scope of Service (Specifications):**

##### **Term**

The Court will be contracting for an initial term from July 1, 2011 to June 30, 2012, and shall renew automatically on an annual basis through fiscal year 2015-16, unless terminated in accordance with Section F.22., or other provisions of the Contract, provided that funds are appropriated and that the Contract has not been cancelled as provided herein. This Agreement is of no force or effect until signed by both parties.

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

##### **A. Security Firm Service Requirements**

1. The Security Firm must comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to those regarding wages.
2. The Security firms will be required to provide unarmed guard services for security and weapons screening for approximately 9 to 10 hours per day at Court facilities, whereby security personnel assigned to each facility shall maintain strict client confidentiality at all times.
3. The security firm must also provide unarmed security guards with the ability to provide general security control; the security guard will summon the appropriate police/fire authority and/or appropriate Court personnel.
4. The security firm shall obtain from the designated facility supervisor a written authorization for clearance to work at the specified court facility for all security personnel at least 24 hours before they are initially assigned (or a later change in assignment of regular personnel). The Court reserves the right to review the credentials of each assigned security guard prior to approving them.

5. The Court prohibits the use of arrest powers by security personnel; security personnel powers of arrest are no greater than that of a private citizen. Security firms shall assume full liability for any of their employees in the exercise of any police authority.
6. It shall be the responsibility of the security firm to perform a physical inspection of the facility with the site manager, to prepare a vulnerability assessment of the complex, and to coordinate a written set of instructions for security guards at each duty post. The security firm is to work with the Court's designated Facility Coordinator to develop a partnership in security and to give feedback on security issues. On-time response scenarios and situations should be included in these instructions.
7. The Security Firm Supervisor shall perform on-site visits of each security guard on duty, at a minimum, once per week per shift.
8. The Security Firm Director or Program Manager shall perform on-site visits to each weapons screening station at a minimum of once per month.
  - a. Additional on site meetings will be required and scheduled as needed with the Project Manager and Sheriff's personnel.
9. The average work hours per security guard is from 7:00 a.m. to 5:00 p.m. (9-10 hours per day, 5 days per week). These hours may differ from site to site. Example: There are a couple of nights per month for Night Court between 5:00 p.m. and 7:00 p.m. Security firms that receive a contract award will be required to staff each assignment with personnel that have been adequately briefed regarding the specific assignment and competently trained to handle it on a continual basis, until such time that the Court site manager determines that such staffing is no longer required or necessary.
10. Security firms that are awarded contracts must be able to collaborate effectively and receive direction from the Court's appointed designee. The firm must also provide general supervisory authority over security guards while on duty. Each security guard must follow the written set of instructions at each post prepared by the security firm.
11. The security firm shall, at the firm's expense, have all assigned guards complete the firm's established training program, and shall make evidence of such training available upon request. In addition, the security firm must provide a copy of their training plan/schedule along with their bid.
12. The security firm shall, at the firm's expense, conduct unannounced drug screening of security guards assigned to Court facilities.
13. The Security Firm shall provide Class A uniforms to security personnel, in accordance with dress standards approved by the Sheriff's Office and the Court. The Contractor shall provide a visual depiction of uniforms as part of the proposal, including any overcoats, jackets, and head gear.

## **B. Security Guard Requirements**

1. The Court desires a favorable image and considers it to be a major asset of a security service. The Security firm's employees' appearance, personal hygiene, attitude, courtesy, and job knowledge needs to present a favorable image. No smoking, reading unauthorized material, eating, or grooming shall be permitted while guards are in public view. No personal phone calls will be permitted, except in an emergency.
  - a. Guards are permitted to have closed container drinks at the screening station which must be out of public view while screening is in process. No open containers, nor metal coffee cups or thermoses are permitted. This is intended to avoid any spills with might damage equipment, uniforms, or make the area unsightly. The consumption of liquids should never interfere with the guards performing their assigned duties.
    - 1) No drinks shall ever be placed on top of the screening equipment.
2. Security Guards shall have normal concern for their own physical safety and shall take reasonable precautions not to place themselves or others in situations which would encourage violence.
3. Security Guards are required to sweep the building prior to opening the screening stations by checking the public areas, restrooms, trash cans, and under benches to ensure that no one has hidden a weapon in the facility over night.
4. The Court prohibits the use of arrest powers by security personnel; security personnel powers of arrest are no greater than that of a private citizen. In cases of self-defense or citizen's arrest, security personnel shall use only that force necessary to affect an arrest or defend oneself. When necessary, the proper police authority shall be summoned. Security personnel shall always be cooperative with authorized emergency personnel, by providing assistance, while not interfering in the performance of their duties.
5. Security Guards shall use excellent discretion in dealing with situations that do not readily fall into specific categories.
6. Quality and experience of security guards and the services provided will be a critical element of the contract. All unarmed security guards shall meet the requirements (possession of a current guard registration permit) of the California State Department of Consumer Affairs, Bureau of Collections and Investigations. Membership in the American Society for Industrial Security will be considered desirable. More information concerning ASIS (American Society for Industrial Security) can be found in this website: <http://www.asisonline.org/aboutasis.html>.
7. Security Guards shall be adequately trained and experienced in their specific duties, and in addition, the use of all-purpose fire extinguishers, drug/narcotics identification, bomb

threat situations, the avoidance of violent situations, and be specifically trained for each piece of security equipment carried or used.

8. Security Guard's personal appearance must be exemplary. Security Guards will be expected to keep their clothing neat, clean, and well pressed at all times. Uniforms shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.
9. Security Guards shall monitor the X-Ray machine and magnetometer equipment for any unusual or suspicious weapons and investigate as necessary.
10. Security Guards shall comply with all reasonable directives of the Sheriff's Deputies and/or the Court designated facility manager.
11. Security Guards are required to be equipped with cell phones and flashlights.
12. Each employee of Contractor working on site at any Court facility must sign the Employee/Volunteer Statement form and submit to Court prior to working on site.

**C. Fraternalizing with Litigants, Witnesses and Jurors**

1. Security Guards must possess and exercise strong personal interactive skills when dealing with the public.
2. Security Guards are often the first persons the public encounters when becoming involved with the Courts. It is important that the Court maintain an appearance and a factual unbiased relationship with all who come before the Court. Guards are expected to be polite, firm and helpful to those coming through screening while seeking to exclude prohibited items. Guards are prohibited from becoming overly friendly with those contacted during the screening process, soliciting contact information or accepting contact information for the purposes of outside liaisons which may create an appearance of impropriety.
3. On a daily basis security guards will encounter attorneys and law enforcement personnel. Guards should not solicit legal advice from anyone encountered in the courts and scope of providing security services.

**D. Reporting Requirements for the Court**

1. The Court requires reporting of all prohibited items intercepted at the screening points on court established reports. The report also requires the recording of the numbers of persons screened on an hourly basis. These reports should be completed by the security personnel throughout the day and by the persons staffing the screening stations. These forms are in addition to any other activity reports or incident reports required by the Contractor.
2. Incident reports should be completed on Contractor provided report forms and maintained by the Contractor for two years. Whenever an encounter rises to the level that an incident report is prepared, the on site manager and the Court Project Manager shall be

provided with a copy by the beginning of the following day. If a matter rises to a level where law enforcement must become physically engaged, someone is injured or is of a severe enough level to cause immediate concern the security supervisor will inform the on site manager and project manager by telephone as soon as practicable.

3. Security Guards shall log and report (on a daily basis) all serious incidents to the designated facility supervisor including, but not limited to, any bomb threats, or incidents to any member of the public.
4. Security Guards shall enforce adopted Court security policies when exercising their screening functions.

#### **E. Supervision**

1. Oversight of the security operation is of paramount importance to the court ensuring that the following , among others, are completed and exercised on a sufficient basis to ensure that no prohibited items enter the secure perimeter, court users are treated with dignity and respect at all times and the integrity of the court is not compromised:
  - Training,
  - Adherence to assigned hours,
  - Uniform understanding and enforcement of post duties,
  - Updating of post orders,
  - Standardized reporting practices of both Court provided and Contractor provided report forms,
  - Resolution of workplace conflict between and among security personnel,
  - Personal appearance, hygiene and compliance with uniform requirements are met,
  - Training on the understanding and operation of equipment,
  - Patrolling of facilities,
  - Radio communication,
  - Communication between the Court, Sheriff's deputies,
  - Understanding the operations of the court,
  - Understanding of the Court's General Order on Weapons and what items are prohibited,
  - An ability to detect prohibited items using observation, x-ray machine and metal detectors,
  - Good judgment
  - Rules governing exceptions to weapons screening protocols are understood and followed.
2. This list is not intended to be an exhaustive list of the contract requirements and may be expanded from time to time. All other terms and conditions of the contract remain in full force and effect and this list is not intended to be in conflict with any other term of the

contract. If there is some conflict discovered, Contractor should resolve the conflict with the Court Project Manager in writing.

3. The successful bidder will competently demonstrate their plan for ensuring compliance with the items listed above.

## **5. Facilities and Network Support**

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

Facilities

Furniture, buckets and bins

Equipment –x-ray machines, magnetometers, hand-held metal detectors, and radios.

*End of Section E – Statement of Work*

## *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**

A. 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. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any changes or modifications thereto, unless such pricing was based on adequate competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the Court or its agents shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

C. 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.

D. Record Retention Relating to Appeal from "Disputes" Clause. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.

E. Subcontractor Clause. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the Court's prime contract.

### **3. Assignment**

A. 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 represents and warrants that the following statements are true and 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.*

- a. 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.
- b. 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. Non-Discrimination – General
- d. 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.
- e. Non-Discrimination – Employment
- f. 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 any 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 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 F.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 F. 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.

a.Publicity. Contractor will not make any public announcement or press release about this Agreement without Court's written approval.

b.Specific Performance. Contractor understands a default under this Section F.7. may result in irreparable damage for which no adequate remedy may be available. Accordingly,

injunctive or other equitable relief will be a remedy available to Court, all without need to post bond of any nature.

## **8. Conflict in Terms**

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

## **9. 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. Court does not make any advance payment for goods or services.

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

A.2 Subcontracts and Assignments. During the term of this Agreement, Contractor shall make no subcontract or other assignment without prior written consent of Court. When consent is granted, it shall not relieve Contractor of any obligation to Court. Contractor warrants and represents that all Subcontractors will be subject to and bound by the same terms and conditions applicable to Contractor under this Agreement. Contractor will be liable for all acts or omissions for employees, Subcontractors or other Third Party performing service under this Agreement, including any and all indemnity obligations.

A.3 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.4 This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.5 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. Personal Interests in Court Proceedings

E.1 If a member of the Security Guard Staff are involved in any matter before the Superior Court, or charged with a crime in any jurisdiction, the security personnel shall inform the Contractor's Management and the Superior Court Project Manager immediately.

E.2 Any security company employee working at or with the Court who has personally become or anticipates becoming, or who knows or anticipates that any friend, relative by blood or marriage or domestic partner may have, any personal interest in or relationship with any case filed in this Court, shall immediately advise the Court Executive Officer and or the Court Project Manager, or other appropriate Manager, in writing of the fact and the nature if such interest or relationship, so that the Court can determine what, if any, measures must be taken to avoid a conflict of interest or any appearance of impropriety.

E.3 If a security guard is involved in a case before the Court the guard is prohibited from appearing in that court in the uniform of the Contractor. Further, the security guard should use time not compensated by the Superior Court while they are appearing in Court on such matters.

E.4 Depending upon the nature of the matter the Court may direct that the Contractor remove the security guard from that location or from the assignment with the Court entirely.

F. Subcontracting.

F.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.

F.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.

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

G.1 Interest of Contractor

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

G.2 Conduct of Contractor

a. The Contractor agrees to inform the Court of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the Court.

b. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the Work under the contract.

c. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personal, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement,

d. The Contractor or employees thereof shall not offer gifts, gratuity, favors, or entertainment either directly or indirectly to Court employees.

## **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 F.11., 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. General Requirements**

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

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

Hours of Operation for All Court Locations:

Regular Hours: 8:00 a.m. – 5:00 p.m.

Night Court: Santa Barbara, Every other Tuesday evening, concluded by 7:00 p.m.

Santa Maria, Every Tuesday evening, concluded by 7:00 p.m.

**B.1 Court Holidays Observed:**

- 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
- The last Monday in May, Memorial Day
- July 4, Independence Day (Observed Monday July 5<sup>th</sup> 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

- a. 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.
- b. 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. Contractors Invoices shall reflect the reduction accordingly.
- c. March 31, Cesar Chavez Day is a training day for unarmed security guards. The Court is not open to the public on March 31<sup>st</sup>. All unarmed security guards will be expected to attend this scheduled training in place of their regular assignments.

**14. Indemnification**

A. To the fullest extent permitted by law, Contractor shall 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. This indemnification shall be in addition to the warranty or other obligations of Contractor and shall apply without regard to whether the claim, damage, loss, liability, cost or expense is expenses based in breach of warranty, negligence, strict liability, or any other legal or equitable theory. This indemnity shall survive delivery and acceptance of goods or services.

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.

## **15. 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 Insured's.

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 insured's 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 coverage's 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.

**16. 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.

**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 F.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 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 F.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.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.

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.

E. Notices

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

E.1 Under this, the Project Manager shall monitor and evaluate Contractor's performance. All requests and communications concerning this Agreement shall be made through the Project Manager. Notice to the Project Manager must be in writing and shall be delivered to the appropriate following address by depositing in the U.S. mail or commercial express mail, first-class and pre-paid with return receipt requested:

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

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

E.2 Notice to Contractor must be in writing and shall be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

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**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**

The Court will be contracting for an initial term from July 1, 2011 to June 30, 2012, and shall renew automatically on an annual basis through fiscal year 2015-16, unless terminated in accordance with Section F.22., or other provisions of the Contract, provided that funds are appropriated and that the Contract has not been cancelled 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.

**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 thirty 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 this matter.

*End of Section F*

## *Attachment A*

### Capacity Requirements

<b>Courthouse Location</b>	<b>Weapons Screening Vestibule</b>	<b>Staff Assigned</b>
Lompoc Division 115 Civic Center Plaza Lompoc, CA 93436	1 WSS	Two (2) Unarmed Security Guards
Anacapa Division 1100 Anacapa Street Santa Barbara, CA 93101	Currently Depts. 1 & 2 requires magnetometer screening 1 day per week or more as security risks dictate. <i>3 WSS's in future</i>	Four (4) Unarmed Security Guards 1 day per week.
Figueroa Division 118 East Figueroa Street Santa Barbara, CA 93101	2 WSS	Four (4) Unarmed Security Guards
Santa Barbara Department 14 Jury Building 1108 Santa Barbara Street Santa Barbara, CA 93101	1 WSS <i>(This is a part-time assignment)</i>	Two (2) Unarmed Security Guards
Cook Division 312 C. East Cook Street Santa Maria, CA 93454	Currently None <i>1 WSS in future</i>	
Miller Division 312 G. East Cook Street Santa Maria, CA 93454	2 WSS	Currently Five (5) Unarmed Security Guards. Reduced to Four (4) Unarmed Security Guards upon the completion of alarm installations later in the year.
Santa Maria Juvenile Court 4285 California Blvd, Suite B Santa Maria, CA 93455	1 WSS	Two (2) Unarmed Security Guards
Santa Barbara Juvenile Court 4500 Hollister Avenue Santa Barbara, CA 93110	1 WSS <i>(This is a part-time assignment)</i>	Two (2) Unarmed Security Guards

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

For capacity planning, assume all courtrooms are active Monday through Friday, 8:30 a.m. to 12:00 noon and 1:30 p.m. to 4:30 p.m., and;

- Figueroa Division – Night Court operates every other Tuesday until 7:00 p.m.
- Miller Division – Night Court operates every Tuesday until 7:00 p.m.

*The Night Court schedule is subject to change if it falls on a Court Holiday or by advanced notice.*

***End of Attachment A***

## *Attachment B*

### **Pricing Sheet**

Provide your total hourly rates in the appropriate space in the table below to perform the Work as described in Section 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.

<b>Title</b>	<b>Number of Proposed Staff Per Day</b>	<b>Unit Rate Per Hour</b>	<b>Total Hours Per Day</b>	<b>Total Rate Per Day</b>
<b>Security Officer</b>				
<b>Security Supervisor</b>				
<b>Totals</b>				

**Note: For staffing, assume all WSS stations are active on a regularly scheduled day.**

List below the Starting Pay Rate and the Billing Pay Rate (the rate that will be billed to the Court) for each job classification proposed to meet the requirements of the Statement of Work, Section E. of this RFP.

<b>Title</b>	<b>Starting Pay Rate</b>	<b>Billing Pay Rate</b>
<b>Security Officer</b>		
<b>Security Supervisor</b>		

List below any and all benefits included in the hourly rates (*Vacation pay, uniform allowance, training, etc.*)

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Bidders may propose whatever combination of hours and compensation which provide the best demonstration of Contractor's ability to meet the requirements at the most cost effective manner, i.e., shifts with extra help or part time employees to supplement.

**Note: Overtime Costs must be pre-approved by the Court Project Manager or the Executive Officer's designee.**

**Attach additional sheets if necessary.**

*End of Pricing Sheet*

***Attachment C***

**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: \_\_\_\_\_

***End of Attachment C***

***Attachment D***

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: \_\_\_\_\_

***End of Attachment D***

## ***Attachment E***

### **Bid Checklist for Vendors**

- Submitted questions/clarifications, if needed, to Court no later than Tuesday, May 31, 2011 by 5:00 p.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 C., signed and accepted, or signed with a list of exceptions taken.
- Submitted bid to be received by Court no later than Friday, June 10, 2011 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, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

***End of Attachment E***