

*Superior Court of California
County of Kings*



Superior Court of California,
County of Kings
1426 South Drive
Hanford, CA. 93230

Request for Proposals
and
Quote for Services

Unarmed Security Services
RFP – K16 – SEC 12/13

Proposal Due By:
Refer to Section 2.1
April 9, 2012, by 2:00 p.m.

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1. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1. Issuing Body

The Superior Court of California, County of Kings (Court) is issuing this Request for Proposal (“RFP”) to provide the Court with competitive bids for Unarmed Security Services.

1.2. RFP Layout and Sections

This RFP is laid out in sections as follows:

- I. Introduction – Summary of the Intended Procurement
- II. Procurement and Evaluation Process
- III. Proposal Format and Content
- IV. Statement of Work
- V. General Conditions
- VI. Attachments

1.3. Project Overview (Purpose)

The Superior Court of California, County of Kings (Court) is requesting proposals from highly qualified independent contractors with expertise in providing unarmed security services; entrance screening services.

II. PROCUREMENT AND EVALUATION PROCESS

2.1. Procurement Schedule and General Instructions

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

No.	EVENTS	Key Dates
1	Issue RFP	March 19, 2012
2	Deadline for Proposer Requests for Clarifications or Modifications	March 26, 2012 by 5:00 p.m.
3	Potential Bid Conference	April 2, 2012
4	Proposal Due Date and Time	April 9, 2012 by 2:00 p.m.
5	Negotiations Estimated	April 20, 2012
6	Notice of Intent to Award	April 26, 2012
7	Notice of Award (estimated)	May 3, 2012
8	Contract Period Begins	July 1, 2012

Posting of RFP

The RFP and any addenda that may be issued will be available on the following website(s), referred to individually and collectively as "Court website": www.kings.courts.ca.gov

2.1.1 Contact List

Submittal Contact: Sandy Salyer, Deputy Court Executive Officer
Project Managers: Jeff Lewis, Chief Deputy Court Executive Officer
Monika Newman, Deputy Court Administrator, Facilities
Contracting Officer: Jeff Lewis, Chief Deputy Court Executive Officer
Court Executive Officer: Todd H. Barton, Court Executive Officer

Superior Court of California, County of Kings
1426 South Drive
Hanford, California 93230
Phone: 559-582-1010
Fax: 559-585-3260
E-mail: rfp@kings.courts.ca.gov

Questions concerning this Request for Proposal and Quote for Services MUST be directed in writing to:

Superior Court of California, County of Kings
Attn: RFP K-16 SEC 12/13
1426 South Drive
Hanford, California 93230
E-mail: rfp@kings.courts.ca.gov

Hard copies (no fax or email submissions will be considered) must be delivered by the submission due date, with the envelope clearly marked as follows:

**PROPOSAL FOR SERVICES
UNARMED SECURITY SERVICES**

**Sandy Salyer, Deputy Court Executive Officer
Superior Court of California, County of Kings
1426 South Drive
Hanford, California 93230**

Respondents are encouraged to develop responses consistent with their company or agency standards.

2.1.2 Disposition of Material and Confidential or Proprietary Information

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

Even though the Public Records Act (PRA) does not apply to the Court, the Court's policy is to look to the PRA for guidance in responding to requests for documents. If a proposer's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a proposer is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

2.1.3 Proposal Preparation Costs

Proposers submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a proposer for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Pre-Proposal Conference

2.2.1 Potential Pre-Proposal Conference/Site Visit

It may be necessary to have a pre-proposal conference, as numerous questions may be received. If a pre-proposal conference is required, the Court will notify all potential proposers of the time, date and location by providing notice to potential proposers or, if identified in Section 2.1, the notice will be posted on the Court's website.

If a pre-proposal conference is required, the Court will prepare a summary of questions and answers from the pre-proposal conference, as addenda, which will be posted on the Court's website.

In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. The representative may only sign-in for one proposer. Proposals from proposers who did not attend the pre-proposal conference will not be accepted and will be returned unopened.

2.3 Pre-Proposal Process

2.3.1 Request for Clarifications or Modifications

Proposers interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in Section V, to the Project Manager. If the proposer is requesting a change, the request must set forth the recommended change and the proposer's reasons for proposing the change. All questions and requests must be submitted in writing to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1(#2), Procurement Schedule and General Instructions. **Questions or requests submitted after the due date will not be answered.**

Without disclosing the source of the question or request, the Project Manager will provide a copy of the questions to potential proposers and post a copy of the questions on the Court's responses on the Court website.

If a proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the proposer may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the proposer must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the proposer will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

If a proposer submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the proposer shall immediately provide the Submittal Contact listed in Section 2.1.1 written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by providing an addendum to potential proposers and by posting the addendum on the Court website.

If prior to the date fixed for submission of proposals a proposer submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the proposer shall propose at its own risk, and if the proposer is awarded the contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with Court

Proposers are specifically directed NOT to contact any Court, County or Sheriff's 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 proposer's response.

2.3.4 RFP Addenda

The Court may modify this solicitation document prior to the date fixed for submission of proposals by providing notice to potential proposers and by posting an addendum on the Court's website. If any potential proposer determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum is provided.

Pricing shall reflect all addenda issued by the Court. The Court will interpret the proposal to include all addenda issued in any resulting contract.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and time specified in Section 2.1(#4) (the "Proposal Closing Time") at the address listed in Section 2.1.1 for the Submittal Contact:

- One separate unbound original of the following:
 - a) Sections 3.1 – 3.4;
 - b) Section 3.5; [Technical]
 - c) Section 3.6 [Cost Proposal].
- Six separate bound copies, each which includes Sections 3.1 – 3.6; **AND**
- One electronic copy of the proposal (Sections 3.1 – 3.6) in word processing (Word) or PDF format and one electronic formatted copy of the Cost Proposal in Excel (or compatible).

All proposals must be submitted in sealed envelopes, preferably double enveloped. The outside envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer's name. The cost proposal may be included in a separately sealed envelope and, if so, should be marked with "Cost Proposal" and the proposer's name.

The hard copies and electronic copies of the technical proposal must not include any pricing information. Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Closing Time. **Late proposals will not be considered.**

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material. Fax or email submissions will not be considered.

The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

2.4.2 Amendment or Withdrawal of Proposals

A proposer may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing, follow the format outlined in Section 2.4.1 and be received by the Court prior to the Proposal Closing Time.

A proposer may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Submittal Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.4.3 Mistake in Proposal

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Proposals

- If an error is discovered in a proposer's proposal, the Court may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The Court may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the proposal 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 the proposer's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.4.5 Authorized Signatures, Validity Period of Proposals

Proposals must include the proposer name, address, telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the proposer and include the name, title, address, and telephone number of the individual who is the proposer's designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in Section 2.1 (#4). In the event a final contract has not been awarded by the date specified in Section 2.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

2.4.6 Knowledge of Requirements

The proposer shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to perspective proposers or, if identified in Section 2.1, post addenda and clarifications to the Court website; however, it is the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

2.4.7 Independence of Proposal and Joint Proposals

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other proposer to set prices in violation of anti-trust laws.

A proposal submitted by two or more proposers participating jointly in one proposal may be submitted, but one proposer must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any Court, County or Sheriff's office with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. **For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part.** The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from proposers will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name, units, or experience of the individual members will not be made available to any proposer. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in Section 2.6.

Proposers satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.7. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.5.2 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not meet the minimum qualifications of Section 2.6, or have not scored adequately in relation to other proposals to warrant further consideration. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

The Court’s waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a proposer from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the Court may consider the proposer’s restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The Court reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with proposers to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the Court’s opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

2.5.3 Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. 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 proposal. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

Unit or line item prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$0.56726 each would exceed this limitation. Unit prices that exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the “6” at the end of the unit price would be dropped off leaving a unit price of \$0.5672 each.

2.5.4 Cash Discounts

The Court encourages proposers to offer cash discounts for prompt payment, however, unless provided elsewhere in the solicitation; cash discounts offered by proposers for the prompt payment of invoices will not be considered in evaluating offers to determine the successful proposer for award of any resulting.

2.5.5 Requests for Additional Information

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

2.6 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of proposer and any proposed subcontractors. The proposer must state specifically in its Executive Summary (see [Section 3.1](#)) how it will comply with each minimum qualification specified above. Subject to the Court’s right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award. Proposers who fail to meet any of the minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

No.	Minimum Qualifications
1	Five years of security industry experience at a level consistent with the scope and requirements of this project. The successful completion of a similar project with a similar government entity within the past three years that is still in operation is preferred.
2	Financially sound with a documented ability to expand service levels as requested by the Court. Company's Financial Statement must be included as an attachment to their response to this proposal.
3	Company, Agency, and any of its proposed subcontractors must be in good standing with applicable trade associations, certification boards, or other regulatory agencies (reference <u>Attachment B</u> , Proposer Certification Form).
4	Insurable for liability, worker's compensation, and professional liability insurance, including property damage. Bonded, minimum amount \$2,000,000.00
5	Security Guards must have current certifications and Guard Cards; and must meet any other licensing requirements. Guards will be required to pass a background check consistent with the requirements of the Kings County Sheriff's Office and Kings Superior Court.
6	On-going program for employees that includes the Americans with Disabilities Act (ADA) and;
7	Equal Opportunity Employer
8	At least five (5) professional references
9	Ability to have supervisor on site to deal with personnel matters within four (4) hours of contact by the Court.

2.7 Evaluation Components

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the Court. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal 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 proposal whose price is outside of the competitive range.

Evaluative Components:

- a. Experience on similar assignment.
- b. Proposer's exceptions to the Terms and Conditions
- c. Credentials, certifications, level of minimum requirements and appropriateness of uniform for staff to be assigned to provide services.
- d. Cost/Pricing factors.
- e. Implementation Plan.
- f. Ability to meet timing requirements to complete the project.
- g. References.
- h. Financial viability and stability.

2.8 Interviews and Negotiations

2.8.1 Interviews

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

2.8.2 Negotiations

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

2.8.3 Payment

Payment terms will be in accordance with the payment provisions of Attachment A, General Conditions. **THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.** Payment is made based upon completion of tasks as provided in the contract between the Court and any selected proposer. The Court does not pay late fees.

2.8.4 News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a proposer without the prior written approval of the Superior Court of California, County of Kings, noted in Section 2.1.1.

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Contract in accordance with the Statement of Work in Section IV and the General Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award. The Court anticipates an initial agreement period of three (3) years with a possibility of automatic renewal. 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.

2.10 Protest Procedures

2.10.1 General

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbel-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in threat chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a Solicitation specifications protest is the due date and time for submittal of proposals. Protest must be sent to (label with the solicitation title and number):

**SUPERIOR COURT OF CALIFORNIA, County of Kings – Business Services
Attn: Project Manager
1426 South Drive
Hanford, CA 93230**

III. PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

3.1 Executive Summary

3.1.1 Executive Summary Content

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a “high-level”, general overview of how the proposer proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the proposer’s understanding of the requirements. The proposer must also address in this section how it meets the minimum qualification requirements in Section 2.6.

3.1.2 Proposer Information, Validity, and Authorized Signature

The Executive Summary should include the proposer information, validity period, and authorized signature, as required in Section 2.4.5.

3.2 Company Information

3.2.1 Company Background Information

The Court requires the proposer to be a reputable company of strong financial standing with prior experience providing Unarmed Security Services and Weapon Screeners. The proposer’s proposal must provide the information requested below. If the proposer is a joint venture, information about the prime Contractor and the Subcontractor must be submitted separately. The information to be provided is as follows:

- a. Complete name and address.
- b. Federal tax identification number.
- c. If incorporated, the state in which incorporated.
- d. A short narrative description of the proposer’s organization, including organizational charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing products and services similar in size and scope to those requested in this RFP.
- h. An audited profit and loss statement and balance sheet for the proposer’s last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be contained in a separate volume.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- j. Annual contract value of the proposer’s three (3) largest contracts for similar products and services in the past three (3) years.
- k. Percent of turnover of service staff for each of the last three (3) years in the proposer’s organization that will be responsible for providing products and services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).
- l. If subcontractors are proposed for this RFP, describe the proposer’s contract management process for subcontractors included in the proposer’s proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the proposer and each proposed subcontractor.

3.3 Company Profile and California Locations

Proposer shall provide a short description of its company. In addition, the proposer shall list all of its California locations and shall include a statement as to whether it can provide products and

services to each Court location, as listed in Attachment 1. The proposer shall list any locations where it cannot provide products and services.

3.4 Experience and Qualifications

3.4.1 Prior Experience and References

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

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

Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the proposer has provided similar products and services within the last 18 months. The proposer should include a brief description of the scope of products and 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 proposer's performance record. 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.

If the proposer's cost proposal includes re-manufactured or compatible products, the proposer's references must include customers that have used the re-manufactured or compatible products.

3.5 Technical Approach and Methodology

3.5.1 Work Plan and Methodology

Proposer shall provide a project plan that describes how the proposer intends to provide the services requested in Section IV, Statement of Work, and how proposer plans to implement the services, including a detailed project plan and follow-up services to ensure that the contract requirements are met. The description shall include, but is not limited to, the following descriptions of:

- Proposed transition or implementation for program.
- Communication process with the Court.
- Training Plan (initial and ongoing) and Accreditation of Guards.
- Program Evaluation.

3.5.2 [This Section Intentionally Left Blank]

3.5.3 [This Section Intentionally Left Blank]

3.5.4 [This Section Intentionally Left Blank]

3.5.5 [This Section Intentionally Left Blank]

3.6 Cost Proposal

3.6.1 Government Rates

It is expected that all proposers responding to this solicitation will offer the proposer's government or most favorable comparable rates.

3.6.2 Pricing and Price Adjustments

The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the proposer's or any Subcontractor's employee's wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a proposer's invoice.

The prices proposed in the proposer's response will be valid for the term of any resulting contract. After the initial term, in no event, will any price increases be greater than the Consumer Price Index (CPI) in a given year.

3.6.3 Increase or Reduction in Service

Circumstances may require that Security Guards be reassigned, upon written direction of the Court Executive Officer or designee and without further cost to the Court. For additional Security Guards, the additional cost to the Court will be based on the hourly wages set forth in any resulting contract.

Alternatively, the requirement for guard services may decrease. In any event, the Court will pay for only those services actually received.

Additionally, the Court can delete sites requiring security services. This Agreement will remain in full force and effect for any sites. The Court's deleting a site will not affect the Agreement relative to remaining sites.

3.7 Required Proposal Forms and Documents

3.7.1 Required Forms:

- a. Response to sections 3.1 – 3.5
- b. Pricing Sheet – Attachment C (in accordance with Section 2.4.1)
- c. Proposer Certification Form – Attachment B
- d. Statement of Acceptance of Terms, in accordance with Section 3.7.2

3.7.2 Acceptance of Terms

Awarded contract will be substantially in the form of Attachment A, Terms and Conditions. Proposer's proposal must include a statement as to whether the proposer accepts the General Conditions in Section V or whether the proposer takes any exception to those terms. The proposer will be deemed to have accepted such terms and conditions, except as is expressly called out in the proposer's proposal. If exceptions are taken, proposer must submit a "redlined" version of the term or condition showing all modifications proposed by the proposer.

The proposer must provide an explanation as to why the modification is required. The proposer's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the proposer's proposal.

Although the Court will consider alternate language proposed by a proposer, the Court will not be bound by contract language received as part of a prospective proposer's response. If the proposer requires that the Court be bound by some or all of the proposer's proposed contract language, the proposal may be considered non-responsive and may be rejected.

IV. STATEMENT OF WORK

4.1 Description of Products and Services to be Provided

4.1.1 General Description – Scope of Work

4.1.1.1 General Description

The Superior Court of California, Kings County, contracts with the Sheriff to provide law enforcement and Court security services under provisions of the California Government Code Article 69920, also known as the Superior Court Law Enforcement Act of 2002. The Sheriff is the designated Court Security Officer. He derives this authority from section 26603 of the Government Code.

The Court Security Officer is responsible to the Court for all matters relating to its security, including security of courtrooms, facilities, and grounds. The Court Security Officer is responsible for working with the Presiding Judge and Court Executive Officer to develop best practices and the Law Enforcement Security Plan required by Government Code Section 69925 and by the Standards of Judicial Administration.

A Sheriff's Department Sergeant is the designated representative of the Sheriff's Office and is responsible for the overall operation of the Court services Unit and the liaison between the Judge and the Sheriff's Office.

The Sergeant is responsible for the supervision of the Bailiff's Unit and daily security operations.

The Contractor will provide unarmed security guards to conduct weapon security screening and monitor electronic security equipment under the direction of the Court Security Officer, the Kings County Sheriff's Office (KCSO).

Deputies assigned to the Bailiff's Unit are responsible to the Sheriff's Office and are under the supervision of the assigned Bailiff Sergeant. Bailiff Deputies are responsible for law enforcement, inmate management, and security in the courtroom.

The Contractor shall at all times follow the directives and policies established by the Executive Officer of the Superior Court.

The Superior Court has court locations in Hanford, Avenal, Corcoran and Lemoore.

Duties to Include:

- a. Operate the court's magnetometer and x-ray equipment to screen court employees, visitors for weapons and other contraband.
- b. Use hand held wand magnetometers to screen visitors and court employees for weapons and other contraband.
- c. Monitor other court electronic security systems; duress alarms, CCTV cameras, etc.
- d. Search purses, handbags, backpacks, brief cases, containers, etc.

- e. Patrol the hallways and other public areas and report any dangerous situations to sworn security staff.
- f. Provide general information to the public.
- g. Provide building opening and closing security checks of public areas in each location.
- h. Complete daily logs recording the numbers of public persons entering the buildings, security deficiencies, and safety concerns.
- i. Alert deputy sheriffs of breaches of security and incidents needing law enforcement intervention.
- j. Parking lot security.
- k. Transport of case files to Court location if requested.
- l. Attend any required training sessions offered through the Sheriff’s Office.
- m. Escorting Court personnel to the County Treasurer’s office with daily deposits.

4.1.1.2 Scope of Services

This is a request for unarmed security services. The Court will provide security screening equipment; magnetometers, x-ray machines and hand-held wands for the (7) seven Court locations [Court profiles are described in section 4.1.3]. The Court Facilities Division will oversee the security screening operations.

Contractor shall provide security guards to staff the security screening stations, Monday through Friday, except evenings, after 5:30 p.m., Court holidays and weekends unless requested. The Contractor shall be required to accommodate the increase of the Court’s regularly scheduled business hours including any extended hours. (Section 3.6.3)

The Contractor must have the ability to expand services as the Court warrants for its implementation of its weapons screening program. In addition, Contractor shall provide a plan for increasing staff during peak hours. The peak hours for Court visitors are between 7:45 and 10:00 a.m. and 12:30 and 2:00 p.m.

Prior to the start date of the contract, the Contractor must provide proof of comprehensive background checks of security personnel performing entrance-screening functions. Sheriff’s Office may conduct additional comprehensive background investigations on Contractor’s security personnel. From time to time, the Sheriff’s Office and/or the Court may provide mandatory on-site training for bailiff and security personnel, typically on a Court holiday.

The Contractor shall provide Security Guards who are reliable, of reputable background and sound character, and meet the training and experience requirements.

4.1.2 Technical Specification for Unarmed Security Services

4.1.2.1 Security Guard General Requirements – Proposed Schedule

7:45 a.m. – 5:30 p.m.

Court Location	Monday	Tuesday	Wednesday	Thursday	Friday
Avenal	0	0	1	0	0

Corcoran	1	1	0	1	2
Lemoore	2	2	2	2	2
Hanford (A)	2	2	2	2	2
Hanford (B)	2	2	2	2	2
Hanford (C)	1	1	1	1	1
Hanford (Juv.)	1	1	1	1	1
Total	9	9	9	9	9

- A. The Contractor shall conduct a background investigation on all employees to be utilized in the performance of the Contract prior to assignment to the Court. Clearances shall not be issued to individuals who have a felony conviction or have been incarcerated in a county jail or penal institution or on probation within the past two years, or who have a close association with a gang member or anyone involved in illegal activity.
- B. The Court reserves the right to review the personal background and conduct further security clearances on the Contractor's assigned guard. The Contractor shall provide the Sheriff's Office with an employee authorization to conduct a criminal history check, a copy of employees California drivers license or California identification card and a copy of employees guard registration at least 21 days prior to placement of guard. All replacement guards shall be subject to the same criteria.
- C. Contractor shall provide appropriate uniforms to security guards in accordance with dress standards approved by the Sheriff's Office and the Courts. Uniforms shall bear a patch identifying the Contractor, and shall include winter jackets. Security guards shall wear a nametag or picture identification card provided by the Contractor at the Contractor's expense.
- D. If required, Contractor shall provide ancillary personal equipment (e.g. handcuffs, OC spray, radios, pagers, cell phones, etc.) and shall be responsible for ensuring that security guards are adequately trained to use this equipment. The Court shall provide and maintain hand wands and property baskets for each screening station. The guards shall be familiar with general equipment procedures. Contractor shall describe their proposed emergency plan, including whether they have a dispatch center.
- E. Contractor shall provide mandatory certification training required by the Department of Consumer Affairs prior to the guard's initial assignment. Contractor shall describe ongoing in-service training updates and CPR and First Aid certifications they provide to Security Guards assigned to Court security duty, including the minimum number of hours of annual training. From time to time, the Sheriff's Office may provide mandatory on-site training for bailiff and security guards, typically on a Court holiday.
- F. Contractor shall provide a project plan describing guards' selection and guard's recruitment. The Court requires that security guards have the maturity and communication skills necessary to professionally handle a variety of situations. Prior experience in security services, law enforcement, probation and similar work backgrounds is desired. Contractor shall describe staffing plan and plan to provide bilingual guards to individual courthouses in five locations.
- G. Contractor shall provide a staffing plan describing the number of employees, job classification, relief factor and supervision plan for each location.
- H. Contractor shall describe the escalation process for Court and Sheriff's Office to address guard's problems, including insubordination, absenteeism, poor performance,

tardiness, etc. Contractor will also describe how it will deal with unexpected absences of security guards caused by illness, failure to appear for work, etc. to ensure the full staffing of the screening function each day.

- I. The Contractor shall provide all management, supervision, manpower and shall plan, schedule, coordinate, and assure effective performance of security services at the place of performance, under the direction of the Sheriff's Office.
- J. The integrity of the Court and Sheriff's Office is dependent upon the conduct of individual Security Guards. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Courts and Executive Officer reserve the right to remove any employee from the job site for cause. Cause shall be communicated in writing to the Contractor.
- K. Prior to assignment at any Court site, all prospective guards must pass a drug test administered at the Contractor's expense. At the minimum, the screen shall include testing of urine samples for marijuana, amphetamines, methamphetamines, cocaine and opiates.
- L. The Contractor shall provide a Contract Supervisor to provide a single point of contact through which all communications, work, and technical direction shall flow, except in cases of an emergency. The Contract Supervisor, on behalf of the Contractor, shall have the authority to receive and execute such technical direction as the Court/Sheriff may issue. The Contract Supervisor shall have the ability to act and make decisions entirely on their own and be available, at all times, to the Sheriff's Office through a radio, cellular telephone, pager system, etc.
- M. Contractor shall describe the plan when a Contract Supervisor is unavailable due to illness, vacation, or other reason the Contractor shall assign another individual to that function who fully meets the requirements.
- N. Contractor shall describe a plan to supervise screeners, resolve conflicts and problems, and otherwise control all screening activities at each checkpoint. Contractor shall describe expectations of support services from the Court and Sheriff's Office.
- O. Contractor shall provide guards who possess the ability to read and write the English language; understand and carry out oral and written directions; think and act quickly and effectively in emergencies; write accurate and clear reports; and monitor environmental and electronic security systems.
- P. In compliance with California Code of Regulations (CCR), Title 17, Section 30337c, the Court will ensure that all X-ray equipment operators shall receive copies of, instruction in, and demonstrate an understanding of, the user's operating and emergency procedures by obtaining a passing grade on written and practical examinations covering this material.

4.1.3 Court Locations

4.1.3.1 Court Profiles

The Superior Court of California, County of Kings has Court locations in Hanford, Avenal, Corcoran and Lemoore.

4.1.3.1.1 Hanford Division

1426 South Drive
Hanford, California 93230

Building A – Traffic Division & Traffic School
Criminal Division
Juvenile Division
Appeals/Writs/Records-Exhibits Division
Human Resources Division
Finance Division
Courtroom 5 & 6
Grand Jury Office
Bailiff Station

Building B – Court Executive Office
Civil/Family Law Division
Information Technology Division
Jury Commissioner / Jury Services Division
Courtroom 1 & 2
Courtroom 7

Building C – Interpreter Coordinator
Court Reporters Office
Family Law Facilitator's Office
Self Help Office
Courtroom 3 & 4

Juvenile Division – 1424 Forum Drive
Courtroom 8/Probation Department Offices

4.1.3.1.2 Avenal Division

501 E. King Street
Avenal, California 93204

Courtroom 9

4.1.3.1.3 Corcoran Division

1000 Chittenden
Corcoran, California 93212

Courtroom 10
Sheriff's Sub-Station

4.1.3.1.4 Lemoore Division

449 "C" Street
Lemoore, California 93245

Courtroom 11
Mediation

4.1.4 Court Holidays - * Note: The Court does not pay for days in which the Court is closed
As identified by the Judicial Council, <http://www.courts.ca.gov/holidays.htm>

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.
- The third Monday in February, Presidents' Day
- 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
- Dec 25, Christmas Day

4.1.5 Certifications and Verifications

Bidder should have adequate knowledge of the required infrastructure necessary to support the Court's security needs as specified herein.

V. GENERAL CONDITIONS

The General Conditions are included in this solicitation document as Attachment A, General Conditions.

VI. ATTACHMENTS

Attachment A	General Conditions
Attachment B	Proposer Certification Form
Attachment C	Pricing Sheets (note multiple pricing sheets within Excel Workbook)
Attachment D	Equipment List

**ATTACHMENT A
GENERAL CONDITIONS**

The final contract will be substantially in the form of this Attachment A which consists of:

Contract Cover Sheet

Exhibit A

Exhibit B

Exhibit C

Exhibit C2

Attachment 1

Attachment 2

Attachment 3

THIS UNARMED SECURITY SERVICES AGREEMENT is made and entered into this ____ day of _____, 2012 (“Effective Date”), by and between:

COURT	CONTRACTOR
Superior Court of California, County of Kings an entity of the Judicial Branch organized under Article VI of the California Constitution (“Court”)	_____ a _____ (“Contractor”)

WHEREAS, pursuant to Request for Proposal # _____ (“RFP”), Court advertised for proposers qualified to provide the services set forth therein, namely, unarmed routine security services, as further defined in Exhibit A, for its premises at _____; and

WHEREAS, in accordance with applicable Court procedure and policy, Court reviewed and evaluated responsive proposals received through the RFP, including the proposal submitted by Contractor, together with any additional information provided by Contractor during the evaluation process; and

WHEREAS, Court selected Contractor for the award of the contract as described in the RFP and on the basis of the proposal and other information submitted by Contractor.

NOW, THEREFORE, in consideration of their mutual promises, the parties agree as follows:

1. **Services.** Contractor will provide Court with unnamed security services (“Services”) at one or more Court locations, as set forth in Exhibit A, “Scope of Services.”
2. **Term.** The term of this Agreement is as follows, subject at all times to termination in accordance with Exhibit C, “General Conditions”:
 - 2.1 Initial Term. The Initial Term of this Agreement is a period of twelve months, beginning on the Effective Date and expiring on _____, 20__.
 - 2.2 Option To Renew. Court will have the option to extend this Agreement beyond the Initial Term for two periods of up to a further twelve months. To exercise this option, Court will notify Contractor in writing at least 30 days prior to the expiration of the Initial Term.
 - 2.3 Termination Date. The date termination of this Agreement is effective, either by expiration or early termination in accordance with Exhibit C, “General Conditions” shall be the “Termination Date.”
3. **Fees and Payment.** Court will pay Contractor the fees described in Exhibit B, “Payment Provisions.”
4. **General Terms and Conditions.** The provision of Services hereunder, and the rights and obligations of the parties hereto, are governed by the terms and conditions set forth in Exhibit C, “General Conditions.”
5. **Entire Agreement:** Exhibits A, B, and C, together with any schedules attached constitutes this Agreement. This Agreement contains the entire understanding of the parties related to the subject matter of this Agreement, and this Agreement supersedes all previous agreements between the parties regarding the subject matter of this Agreement. In the event of a conflict, the following descending order of precedence shall govern: Exhibit C, Exhibit B, and Exhibit A, unless the document or context indicates the parties’ agreement on a contrary interpretation.
6. **Representatives:**
 - 6.1 **Project Management/Notices:** All communications between the parties, including legal notices unless specified to the contrary below, shall be sent to the Court’s Project Manager or the Contractor’s Project Manager named below.

The roles and responsibilities of the Project Managers are outlined in the Agreement.

COURT PROJECT MANAGER

CONTRACTOR PROJECT MANAGER

[Insert name and title of individual to receive notices]

[Insert name and title of individual to receive notices]

[Insert street address (NOT A PO BOX) for notice]

[Insert street address (NOT A PO BOX) for notice]

[Insert State and zip code]

[Insert State and zip code]

7. Legal Notices:

7.1 Legal notices specified in the Agreement will be sent to the following named individual(s), *if the Court or the Contractor shall designate an individual or address different from that of the Project Manager set forth in Section 6. above.*

COURT

CONTRACTOR

[Insert name and title of individual to receive notices]

[Insert name and title of individual to receive notices]

[Insert street address (NOT A PO BOX) for notice]

[Insert street address (NOT A PO BOX) for notice]

[Insert State and zip code]

[Insert State and zip code]

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, no liability shall attach to the Court by reason of entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

COURT	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE) <input type="checkbox"/>
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE	DATE

END OF COVER SHEET

EXHIBIT A
SCOPE OF SERVICES

The final Scope of Services will be developed by the Court and included in the contract. The Scope of Services will be based on the RFP requirements and the proposer's proposal.

END OF EXHIBIT

**EXHIBIT B
 PAYMENT PROVISIONS**

1. Compensation for Services [The payment provisions will be based on the proposer's proposal as accepted by the Court. The following is a sample:]

A. For performing the Services, Court agrees to pay Contractor in accordance with the Bill Rates set forth in Table 1, below. The Pay Rates set forth in Table 1, below, are the rates which Contractor agrees to pay its employees per position for the Services.

Table 1: Pay, Bill, and Overtime Rates Per Guard Position

<u>Category</u>	<u>Pay Rate</u>	<u>Bill Rate</u>	<u>Overtime</u>	<u>Overtime</u>	<u>Bill Rate</u>
	<u>Per Hour</u>	<u>Per Hour</u>	<u>Per Hour</u>	<u>Per Hour</u>	<u>Per Hour</u>
Senior Supervisor (SS)	\$	\$	\$	\$	\$
Supervisor (S)	\$	\$	\$	\$	\$
Court Security Officer IV	\$	\$	\$	\$	\$
Court Security Officer III	\$	\$	\$	\$	\$

- B. Senior Supervisors will only be assigned upon written approval by Court's Project Manager.
- C. The unit hourly rates set forth in Table 1, above are flat rates, including all wages, benefits, allowances, and differentials, but not holiday pay. These rates will be honored by Contractor and Court for the duration of this Agreement. Overtime rate(s) can be used, as expressly authorized, if hours worked exceed eight (8) hours in a given business day or forty (40) hours in a given week. If Contractor is authorized to work on one of the Court Holidays, as identified in Section 10 of Exhibit C, Court Holidays, Court will pay a holiday rate, calculated at a factor of 1.5 times the unit hourly rate.
- D. OVERTIME AND HOLIDAY WORK MUST BE EXPRESSLY AUTHORIZED BY COURT AND APPROVED IN WRITING BY COURT'S PROJECT MANAGER.
- E. Court will not be charged for overtime if Contractor's relief Guard is late for any reason and the current Guard's shift is extended past eight (8) hours or a forty (40) hour week. Contractor shall absorb such overtime costs.
- F. Contractor shall not request nor shall Court consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.

2. Direct Expenses

All fees and charges noted in this Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement. Therefore, Court will not consider separate reimbursement for additional costs, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

3. Taxes

Court is exempt from federal excise taxes and no payment will be made for any taxes levied on Contractor's or any subcontractor's employees' wages. Court will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

4. Method of Payment

- A. Contractor will submit invoices to Court monthly in arrears. After receipt of invoice, Court will either approve the invoice for payment or give Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions Contractor must take to receive the withheld amount.
- B. Payment does not imply acceptance of Contractor's invoice or Services, and Contractor will immediately refund any payment made in error. At its option, Court may offset the amount disallowed from any payment due or that may become due to Contractor under this Agreement or any other agreement.
- C. Invoices will clearly indicate the following, along with a workload report in the form specified by the Court from time to time:
 - i) The Contract number;
 - ii) A unique invoice number;
 - iii) Contractor's name and address;
 - iv) Taxpayer identification number (Contractor's federal employer identification number); and
 - v) Preferred remittance address, if different from the mailing address.
- D. Contractor shall submit one (1) original invoice to the Court Project Manager at the address indicated on page 1 of this Agreement. Invoice may be submitted electronically.
- E. Please note that invoices or vouchers not on printed bill heads shall be signed by Contractor or the person furnishing the supplies or services.

END OF EXHIBIT

EXHIBIT C
GENERAL TERMS & CONDITIONS

1. Manner of Performance. Contractor shall perform all Services specified in this Agreement to Court's satisfaction and in compliance with the terms and conditions of this Agreement.
2. Tools, Materials and Equipment. Except where otherwise specified, Contractor will supply all tools, materials, personnel, equipment and training required to perform the Services under the terms and conditions specified in this Agreement.
3. Project Managers. Project Managers appointed by Contractor and Court are not authorized to commit to changes to this Agreement without a formal amendment to this Agreement. Project Managers are authorized to make day-to-day decisions related to the implementation of Services, if the decisions do not substantially limit rights or expand responsibilities of the parties, or affect total compensation to be paid to Contractor. The parties' respective Project Managers, and their contact information, are set forth on page 1 of this Agreement. Communications and notices regarding the Services shall be made through the Project Managers, unless the parties agree otherwise. If Contractor designates a Contract Supervisor, that Contract Supervisor shall be the Project Manager unless the parties agree otherwise.
4. Key and Qualified Personnel; Independent Contractor.
 - A. Personnel. At all times during the term of this Agreement Services shall be performed only by competent personnel with sufficient training, education and experience to successfully perform their duties, and under the supervision of Contractor. Contractor shall commit adequate resources to complete the project in a satisfactory manner as specified in this Agreement.
 - B. Contractor's Employees. Guards 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, matters relating to the payment of employees and withholding, or any other employment issues or requirements of law, will be determined by Contractor.
 - C. Independent Contractor. It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the Court. Contractor is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Court and Contractor. Contractor shall be solely responsible for compliance with social security and all other regulations governing Guards, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. If any governmental entity concludes that Contractor is not an independent Contractor, Court may terminate this Agreement immediately upon notice to Contractor. 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.
5. Authority and Binding Effect. The representations and warranties made by Contractor in Section 0 below will remain true and in full force and effect during the entire term of this Agreement, and Contractor will not take an action, or omit to perform any act, that results in any representation and warranty becoming untrue. Contractor shall promptly notify Court if any representation or warranty becomes untrue.

6. Representations and Warranties.

Except as specifically disclosed in an attachment marked “Schedule C-1”:

- A. Contractor Representations and Warranties. Contractor represents and warrants that the following statements are true:
- i. Performance Warranty. Contractor and its employees, subcontractors and agents assigned to the Services will perform the Services 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 Services shall possess the training, background, and skills necessary for the performance of the Services in accordance with this Agreement.
 - ii. No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any person with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
 - iii. No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under California Government Code §§1090 et seq. or §§87100 et seq, or under California Rules of Court 10.103 or 10.104, which restrict employees and former employees from contracting with entities organized under the Judicial Branch of California;
 - iv. No Interference with other Agreements. This Agreement does not constitute a conflict of interest or default under any other of Contractor’s agreements;
 - v. No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened against or affecting Contractor, or Contractor’s business, financial condition, or the Services to be performed under this Agreement;
 - vi. No Financial Defaults. Contractor is able to pay, or has paid, all undisputed debts as they become, or became, due, whichever is the case;
 - vii. NLRB. No more than one (1) final, unappealable finding of contempt of Court by a federal Court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of the National Labor Relations Board.
 - viii. Compliance with Laws.
 - a. Contractor is in compliance in all material respects with all laws, rules and regulations applicable to its business, including all federal, state and local laws and regulations with respect to employment matters.
 - b. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101, *et. seq.*), California’s Fair Employment and Housing Act, California Government Code §§12990 *et seq.*, and California Code of Regulations, title 2, §§7285 *et. seq.*, and all applicable federal and state laws with respect to employment and labor relations.

- c. Contractor provides a drug-free workplace as required by California Government Code §8355 through §8357.
 - B. Joint Representations and Warranties. Each party warrants it has the authority to enter into this Agreement, it may perform the obligations provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party represents and warrants that this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.
7. Indemnity. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the Court) the Court, including Judicial Branch Entities and Judicial Branch Personnel, 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, Contractor's performance of this Agreement, including, but not limited to, the use of Contractor's facilities or equipment provided by Court or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Court, except where such claim, damage, loss, judgment, liability or expense is the result of the active negligence or willful misconduct of Court and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employees. Contractor's obligation to defend, indemnify, and hold harmless is not limited to, or restricted by, any requirement in this Agreement regarding Contractor. In this Agreement, "**Judicial Branch Entity**" has the meaning stated in Government Code sections 900.3 and 940.3, which includes the Court, the Judicial Council, and the Administrative Office of Courts; "**Judicial Branch Personnel**" means members, judges, judicial officers, subordinate judicial officers, directors, officers, employees, agents, consultants, and volunteers of a Judicial Branch Entity.
8. Stop Work
 - A. Court may, at any time, by written Notice to Contractor, require Contractor to stop all, or any part, of the Services of this Agreement, for a period up to ninety (90) days after notice is delivered to the Contractor, and for any further period to which the parties may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the stoppage period. Within ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Court shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Services covered by the Stop Work Order as provided for in this Agreement.
 - B. If a Stop Work Order is not canceled and the Services covered by the Stop Work Order are terminated other than for cause, as set forth under this Exhibit C, the Court shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
 - C. The Court shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

9. Additions to and/or Reductions in Service

- A. From time to time and as circumstances require, Guards may be reassigned by written direction of the Court's Project Manager, without further cost to the Court, or additional Guards may be required, at an additional cost to the Court at the same rate as set forth in Exhibit B. Overtime rates will not apply if the Court's Project Manager provides the Contractor with thirty (30) days prior written notice or if a re-assignment will be an on-going established position.
- B. The Court may reduce the Services provided for herein at any time, or delete locations covered by this Agreement on 30 days' prior written notice to Contractor. Court will pay for only those Services actually received.

10. Court Holidays

Unless expressly required, no Services will be performed on Court holidays. Court holidays are as follows:

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.
- The third Monday in February, Presidents' Day
- 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
- Dec 25, Christmas Day

11. Notices. Notices under this Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to a party's Project Manager, or at the alternate address for legal notices specified on page 1 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.

12. Ownership of Results. Except to the extent created by Contractor and its employees, any interest of the Contractor in studies, reports, memoranda, computation sheets, questionnaires or surveys, raw data in any form, or other documents and/or recordings prepared by the Contractor in connection with the Services will become the property of Court . Upon Court's written request, Contractor shall provide Court with all these materials within thirty (30) days. In addition, weekly reports or incident reports delivered to Court as provided herein may not be disclosed to third parties without the written consent of Court.

13. Insurance: Basic Coverage. Contractor must maintain at its expense the following insurance during the Term:

A. Commercial General Liability. Commercial Liability Insurance written on an occurrence from with limits of not less than \$2,000,000 per occurrence, and a \$2,000,000 annual aggregate limit of liability. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, including assault and battery, and liability assumed under an insured contract.

B. Workers' Compensation and Employer's Liability. Statutory workers' compensation insurance, including special coverage extensions, for all of Contractor's employees who will be engaged in the performance of the Services, and employer's liability with limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.

C. Automobile Liability. Automobile liability insurance to cover the ownership, maintenance, use, loading and unloading of all vehicles owned, hired or used by, or on behalf of, the Contractor, that are used in the performance of the Services with limits of not less than \$2,000,000 per accident. Armored Car Cargo Insurance with limits of not to less than \$2,000,000 per occurrence and annual aggregate, to cover loss or damage to currency, coin, checks, securities, or other property placed into the care, custody and control of the Contractor by the Judicial Council of California, Administrative office of the Courts or any Superior Court of California, whether in transit or storage resulting in or from:

- i. The theft, disappearance or destruction money, securities and property, including the cost of check destruction,
- i. dishonest or fraudulent acts, including forgery and alteration,
- ii. loss or damage to locked safe, vault, or cash box in the possession of the Contractor.

D. Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.

E. Deductibles and Self-Insured Retentions. Contractor is responsible for and may not recover from the Court, including its elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, any deductible or self-insured retention that is connected to the insurance required.

F. Certificates of Insurance. Contractor will provide Court with certificates of insurance satisfactory to Court, evidencing that all required insurance is in force before Contractor performs any Services, and provide complete copies of each policy upon request.

G. Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by a carrier with an A.M. Best rating of A-VII or better that is authorized to transact business in the State.

H. Required Policy Provisions. Each policy must provide, as follows:

- i. Additional Insured Status. With respect to commercial general liability and automobile liability insurance the policies must be indorsed to include the State of

California, the Judicial Council of California, the Administrative Office of the Courts, the every Superior Court of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees and agents as additional insured's.

- ii. Insurance Primary. With respect to commercial general liability and automobile liability insurance the policies must be endorsed to be primary and non-contributory with any insurance or self-insurance programs carried or administered by State of California, the Judicial Council of California, the Administrative Office of the Courts, any Superior Court of California including their respective judges, judicial officers, subordinate judicial officers, directors, officers, members, employees, agents, contractors and volunteers.
- iii. Waiver of Recovery. Contractor waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, and automobile liability to also waive any right of recovery I may have against any of the State of California, the Judicial Council of California, the Administrative Office of the Courts, or any Superior Court of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for liability arising out of the Services performed by Contractor under this Contract.
- iv. Cancellation. That for all insurance required under this section an endorsement that the insurance will not be materially changed or cancelled without 30 days notice to the Court.
- v. Subcontractors. The contractor shall include any Subcontractors as insured's under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverage's provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.
- vi. Consequences of Cancellation or Termination. If the required insurance is cancelled or terminated during the Term, the Court and its Purchasing Group are not required to process invoices after such cancellation or termination until Contractor provides evidence of reinstatement of the required insurance. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status or certificates of insurance from its insurer(s), Contractor will indemnify the Court and Purchasing Group members for all costs and liability caused by Contractor's breach.

14. Default and Remedies.

- A. Default. A default exists under this Agreement if:
 - i. Any of the representations or warranties set forth in this Exhibit C become untrue, or Contractor makes a material misrepresentation regarding the personnel involved in or any aspect of its performance of the Services; or
 - ii. Contractor fails or is unable to meet or perform any of its duties under this Agreement, and
 - a. if capable of cure, such failure is not cured within 10 days of receipt of notice of failure; or
 - b. the failure is not capable of being cured.

Whether or not any failure by Contractor is capable of cure, or is cured, is within the sole discretion of Court. Contractor will notify Court immediately if a default occurs, or if

Contractor receives information that a third party claim or dispute that alleges facts that would constitute a default under this Agreement is filed or threatened.

- B. Termination for Cause. Court may terminate this entire Agreement for cause upon notice to Contractor that a default exists. Court may reduce Services and, proportionately, the compensation, if it determines that having Contractor provide the Services has become infeasible due to changes in applicable laws or regulations.
- C. Termination on Notice.
- i. Court shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause upon giving thirty (30) calendar days' written notice to Contractor. The notice shall specify the date on which termination shall become effective.
 - ii. Upon ten (10) calendar days' written notice, Court may terminate this Agreement, in whole or in part, without prejudice to any right or remedy of Court, if expected or actual funding to compensate Contractor is withdrawn, reduced or limited. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement.
 - iii. Upon receipt of a notice of termination, Contractor will perform with diligence all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Court and to minimize the liability of Contractor and Court to third parties as a result of termination. All such actions shall be subject to the prior approval of Court. Such actions shall include, without limitation:
 - a. Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Court.
 - b. Not placing any further orders or subcontracts for materials, services, personnel, equipment or other items required for the Services.
 - c. Terminating all existing orders and subcontracts relative to the Services.
 - d. Completing performance of any Services which Court designates to be completed prior to the date of termination specified by Court.
 - e. Taking such action as may be necessary, or as the Court may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Court has or may acquire an interest.
- D. Effect of Expiration and Early Termination; Survival.
- i. Court will pay Contractor for the Services satisfactorily performed prior to the Termination Date and for which Contractor has not already tendered payment; provided, however, that the Court will not be liable for costs incurred after the Termination Date other than as specifically authorized in this section. Non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, and post-termination employee salaries, administrative expenses, or overhead.
 - ii. In arriving at the amount due to Contractor under this Section, Court may deduct: (1) all payments previously made by Court for Services covered by Contractor's final invoice; (2) any claim which Court may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the

immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Court, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Court's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

iii. Court's payment obligation under this Section shall survive termination of this Agreement.

E. Remedies Cumulative. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

15. Assignment and Subcontracting; Successors.

A. Contractor may not assign this Agreement in whole or in part, nor shall Contractor assign any monies due or to become due to it hereunder, without the prior written consent of Court. Any attempted assignment in violation of this Section shall be null and void. No assignment or subcontract will release either party of its duties under this Agreement.

B. Subcontracting. During the term of this Agreement, Contractor shall make no subcontract or other assignment of this Agreement or services provided hereunder, unless Court agrees to the subcontracting or assignment in writing. Any authorized subcontract(s) or assignment(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

C. This Agreement binds the parties as well as their heirs, successors, and assignees.

16. Miscellaneous Provisions; Interpretation.

A. Survival. The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein

B. Audit and Records. Contractor will allow Court, or its designees, to inspect and make extracts or copies and audit its documents and records relating to this Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party. Contractor will correct any errors and deficiencies by the 20th day of the month following the review or audit. Contractor will maintain all financial data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. 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

C. Accounting System Requirement. Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

D. Confidential Information; Publicity.

i. Confidential Information. Contractor agrees to hold in confidence the following confidential information received or obtained in connection with this Agreement:

a. All written information that is marked confidential;

b. All non-public information, data, records and the like, in whatever form, to which Contractor receives, obtains, or has access to in performing the Services; and

- c. All verbal information the Court later confirms in writing is confidential.
- Court owns the confidential information, and Contractor may use the Court's confidential information, and disclose it to its employees, agents and subcontractors solely on a need-to-know basis, only for purposes of performing this Agreement. Court may provide confidential information on a "need-to-know" basis to its professional services providers, employees and subcontractors who have also executed confidentiality agreements that protect the Court's confidential information to the same extent as this subsection D. Contractor may also disclose confidential information to the extent necessary to comply with law, provided Contractor provides Court with advance notice.
- ii. Publicity. Contractor will not make any public announcement or press release about this Agreement without Court's approval.
- iii. Specific Performance. Contractor understands a default under this subsection D will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief may be sought.
- E. Choice of Law. California law, without regard to its choice-of-law provisions, governs this Agreement.
- F. Negotiated Agreement. This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code §1654.
- G. Amendment and Waiver. No amendment to this Agreement will be effective unless in writing. A party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach or default.
- H. Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- I. Headings. All headings are for reference purposes only and do not affect the interpretation of this Agreement.
- J. Time of the Essence. Time is of the essence in the performance of Services under this Agreement.
- K. Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

EXHIBIT C
SPECIAL PROVISIONS

This Attachment A is effective upon the Effective Date as noted on the signature coversheet. In the event of any conflict between this Attachment A and the other terms of this Agreement, the terms in Attachment A will prevail. Except as otherwise specifically defined in this Attachment, all capitalized terms will have the meanings ascribed to them in the other portions of this Agreement.

1. Contractor Certification Clauses

1.1 Representations and Warranties. Contractor certifies that the following representations and warranties are true:

- (A) Authority. Contractor has the authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has the authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and in good standing in the State of California.
- (B) Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the State.
- (C) Sales and Use Tax Collection. Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.
- (D) No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. "Judicial Branch Personnel" means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity. "Judicial Branch Entity" means any California superior or appellate court, the Judicial Council of California, the Administrative Office of Courts, and the Habeas Corpus Resource Center; these entities comprise the "Judicial Branch."
- (E) No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- (F) No Interference with Other Contracts. To the best of Contractor's knowledge, this Agreement does not create a conflict of interest or default under any of Contractor's other contracts.
- (G) No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse affect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.
- (H) Compliance with Laws Generally. Contractor complies with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.
- (I) Work Eligibility. All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- (J) Drug Free Workplace. Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

- (K) No Harassment. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- (L) Non-discrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
- (M) Special Provisions regarding Domestic Partners, Spouses, and Gender Discrimination. If this Agreement provides for total Compensation of more than \$100,000, Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees. As used in this Addendum, "Compensation" means all remuneration owed to Contractor in respect of Contractor's services, including Contractor's professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.
- (N) Special Provisions regarding Compliance with National Labor Relations Board Orders. If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
- (O) Special Provisions regarding Compliance with the Child Support Compliance Act. If Contractor is a private entity, and this Agreement provides for Compensation of \$100,000 or more:
- (1) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - (2) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- (P) Special Provisions regarding Discharge Violations. If Contractor is a private entity, Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not

subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

1.2 Covenant as to Representations and Warranties. Contractor shall cause its representations and warranties to remain true during the term of this Agreement. Contractor shall promptly notify the State if any representation and warranty becomes untrue.

2. Miscellaneous

2.1 Special Provisions for Agreements Providing for Compensation of \$50,000 or more; Union Activities Restrictions. As required under Government Code sections 16645-16649, if this Agreement provides for total Compensation of \$50,000 or more to Contractor, then the requirements of this section apply to Contractor's activities. Contractor shall include with any request for cost reimbursement from the State's funds a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing.

Contractor shall not:

- A. Assist, promote, or deter union organizing by employees performing work under state or judicial branch contracts;
- B. Use the State of California's or State's funds received under this Agreement to assist, promote or deter union organizing; or
- C. For any business conducted under this Agreement, use any property of the State of California or State to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state or judicial branch property is equally available to the general public for holding meetings.

If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that no reimbursement from the State of California's and State's funds has been sought for these costs, and provide those records to the Attorney General upon request.

2.2 Special Provisions Applicable to Competitively Bid Contracts; Antitrust Claims. If Work under this Agreement was obtained by means of a competitive bid, Contractor shall comply with the requirements of Government Code sections set out below.

(A) Contractor shall assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the State pursuant to the bid. Such assignment shall be made and become effective at the time the State tenders final payment to the Contractor. (GC 4552)

(B) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)

RFP Attachment A
Agreement for Unarmed Guard Services Between
Superior Court of Kings County and


(C) Upon demand in writing by the Contractor, the State shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the State has not been injured thereby, or (2) the State declines to file a court action for the cause of action. (GC 4554)

END OF EXHIBIT

ATTACHMENT 1
COURT LOCATIONS

Avenal Division

501 E. Kings Street
Avenal, CA 93204

Corcoran Division

1000 Chittenden Ave.
Corcoran, CA 93212

Hanford Division

1426 South Drive
Hanford, CA 93230

Lemoore Division

449 "C" Street
Lemoore, CA 93245

Juvenile Division

1424 Forum Drive
Hanford, CA 93230

END OF ATTACHMENT

**ATTACHMENT 2
DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code sections 10475 - 10481 apply to any Proposer that currently or within the previous three years has had business activities or other operations outside of the United States. For such a Proposer to submit a proposal to the AOC, the Proposer must certify that it is either (a) not a scrutinized company; or (b) a scrutinized company that has been granted permission by the AOC to submit a proposal.

If Proposer has not had any business activities or other operations outside of the United States within the previous three years, Proposer does not need to complete this form.

OPTION #1 - CERTIFICATION

Please insert Proposer's name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that (a) the company named below is **not** a scrutinized company per Public Contract Code section 10476; and (b) I am duly authorized to legally bind the company named below. This certification is made under the laws of the State of California.

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

OPTION #2 – WRITTEN PERMISSION FROM THE AOC

The Court may permit a scrutinized company, on a case-by-case basis, to bid on a contract with the Court for goods or services, if it is in the best interests of the Court. If Proposer is a scrutinized company that has obtained written permission from the Court to submit a bid or proposal, complete the information below.

The Proposer identified below is a scrutinized company as defined in Public Contract Code section 10476, and it has received written permission from the AOC to submit a bid or proposal. A copy of the written permission from the AOC is included with its bid or proposal.

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

END OF ATTACHMENT

**ATTACHMENT 3
PROPOSER’S ACCEPTANCE OF TERMS AND CONDITIONS**

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

_____ Proposer accepts Exhibit C: Court Standard Terms and Conditions AND Special Provisions (“Exhibit C”) without exception.

OR

_____ Proposer proposes exceptions or modifications to Attachment 2. Proposer must also submit (i) a redlined version of Attachment 2 that clearly tracks proposed modifications, and (ii) a written explanation or rationale for each exception or proposed modification.

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

**ATTACHMENT B
PROPOSER CERTIFICATION FORM**

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal.

I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Signature

Printed Name

Title

Date

**ATTACHMENT B
PROPOSER CERTIFICATION FORM (CONTINUED)**

**List of all Contracts with Government or Commercial Customers during the Three Years
preceding Submission of this Proposal**

**ATTACHMENT C
PRICING SHEETS**

Please include a comprehensive statement of costs for the required services as per Section IV. Provide pricing to include an hourly rate with overtime per position and an annual contract rate.

**ATTCHMENT D
EQUIPMENT LIST**

Rapiscan

Model RAP 515 Compact X-ray Screening System
Metorex Model 250 Walk-Through Metal Detector

Ceia USA

HI-PE Multi-zone Walk-Through Metal Detector
Model PD140V Hand Held Metal Detector