

## **Solicitation 2019-02-GS**

# **Unarmed Security Services for Monterey County Superior Court**

**Bid Designation: Public**



**Superior Court of California, County of Monterey**

## Bid 2019-02-GS Unarmed Security Services for Monterey County Superior Court

Bid Number	<b>2019-02-GS</b>
Bid Title	<b>Unarmed Security Services for Monterey County Superior Court</b>
Bid Start Date	<b>Jan. 6, 2020 Monday 9:00 AM</b>
Q & A End Date	<b>Jan. 31, 2020 Monday 4:00 PM</b>
Bid End Date	<b>Feb. 7, 2020 Monday 5:00 PM</b>
Bid Contact	<b>Court's Contract Officer</b> <a href="mailto:dlbsprocurement@monterey.courts.ca.gov">dlbsprocurement@monterey.courts.ca.gov</a>
Contract Duration	<b>3 years</b>
Contract Renewal	<b>4 annual renewals</b>
Prices Good for	<b>180 days</b>
Mandatory site visit	<b>Jan. 22, 2020 Tuesday 9:00 AM</b> <b>Full Attendance is mandatory</b> <b>Location: 240 Church Street, Salinas, California 93901 Room SC 320</b>
Bid Comments	<p>The Superior Court of California, County of Monterey is requesting proposals for unarmed security services, as specified in the Statement of Work of this Request for Proposals (RFP). Interested Proposers are invited to submit proposals.</p> <p>Please review the following documents for information on submitting a proposal: 2019-02-GS RFP Unarmed Security Services and Administrative Rules for RFP.</p> <p>A contract will be awarded to the responsible Proposer who meets the requirements of this RFP and submits one of the highest-scored proposal and passes the oral interviews. Partial bids will not be accepted.</p>

### Item Response Form

Item	<b>2019-02-GS--01-01 - Unarmed Security Services: Technical Proposal</b>
Lot Description	<b>Unarmed Security Services</b>
Quantity	<b>1 each</b>
Prices are not requested for this item.	
Delivery Location	<b>Superior Court of California, County of Monterey</b> <u>No Location Specified</u>
	<b>Qty 1</b>

#### Description

Please attach here Proposer's Technical Proposal for the services set forth in the Statement of Work.

Item	<b>2019-02-GS--01-02 - Unarmed Security Services: Cost Proposal</b>
Lot Description	<b>Unarmed Security Services</b>

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Superior Court of California, County of Monterey**

No Location Specified

**Qty 1**

**Description**

Please attach here Proposer's Cost Proposal for the services described in the Statement of Work.



**REQUEST FOR PROPOSALS**

**TO PROVIDE**

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF MONTEREY**

**WITH**

**UNARMED SECURITY SERVICES**

**RFP NUMBER 2019-02-GS**

**Table of Contents**

**1.0 INTRODUCTION .....1**

**2.0 DESCRIPTION OF SERVICES AND DELIVERABLES .....1**

**3.0 PERIOD OF PERFORMANCE.....1**

**4.0 RFP TIME-LINE ..... 1**

**5.0 RFP ATTACHMENTS..... 2**

**6.0 MINIMUM MANDATORY REQUIREMENTS ..... 3**

**7.0 TECHNICAL PROPOSAL ..... 5**

**8.0 COST PROPOSAL .....10**

**9.0 EVALUATION CRITERIA.....11**

**10.0 INTERVIEWS .....12**

**11.0 PROTESTS .....12**

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

**1.0 INTRODUCTION**

The purpose of this Request for Proposals (“RFP”) is to solicit proposals from qualified Proposers to select and retain an experienced security firm to provide unarmed security services for the Superior Court of California, County of Monterey (“Court”).

Interested and qualified Proposers who can demonstrate their ability to successfully provide the Services described in this RFP are invited to submit a proposal. Proposals shall be submitted in accordance with the requirements set forth in this document.

An Agreement (“Agreement”) will be awarded to the Proposer who has met or surpassed the Court’s minimum mandatory requirements of this RFP, has submitted one of the highest scored proposals and passed the oral interviews. All materials submitted in response to this RFP shall become a part of the proposal and may be incorporated in a subsequent Agreement between the Court and the selected Contractor.

The use of the term “Proposer” in this RFP shall be considered synonymous with the term “Contractor”. The use of the term “Agreement” in this RFP shall be considered synonymous with the term “contract”.

**2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

The Court seeks goods and services meeting the specifications set forth in the Statement of Work of this RFP.

**3.0 PERIOD OF PERFORMANCE**

The Court will be contracting for an initial term of three (3) years.

The Court, in its sole discretion, shall have the ability to renew the agreement for four (4) additional successive one-year periods by providing written notice 30 days prior to the expiration of the terms of the agreement. 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.

**4.0 RFP TIME-LINE**

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court. Changes will be posted on Courts Public Website.

RFP Issued .....	1/06/2020
Mandatory Site Visit.....	1/22/2020 9:00 a.m. (PST)
Deadline for Questions and Clarifications.....	1/31/2020 4:00 p.m. (PST)
<b>Proposals Due Date.....</b>	<b>2/07/2020 5:00 p.m. (PST)</b>

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

Evaluation of Proposals ( <i>estimate only</i> ) .....	2/28/2020
Potential Interviews ( <i>estimate only</i> ) .....	3/2-6/2020
Notice of Intent to Award ( <i>estimate only</i> ) .....	3/13/2020

## 5.0 RFP ATTACHMENTS

### 5.1 Statement of Work

Describes in detail the specific services for which proposals are being solicited. Once a Contractor has been selected, the Statement of Work will become part of the final Agreement.

### 5.2 Cost Proposal

Proposer must complete the Cost Proposal and submit it with Proposer's proposal where indicated in the Court's RFP.

### 5.3 Administrative Rules Governing RFPs

These rules govern this solicitation and should be read carefully by Proposer.

### 5.4 Sample Agreement

Proposers are encouraged to review carefully the Sample Agreement. Please note that the Sample Agreement language is subject to change, that not all clauses shown may be used in any resultant Agreement, and that other Agreement provisions, which do not currently appear, may be included in any resultant Agreement. Proposers are not required to sign the Sample Agreement at this time. The Contractor selected to provide services as a result of this RFP process will be required to sign the final version of the Agreement upon completion of the negotiation process.

### 5.5 Disabled Veteran's Business Enterprise Forms (If Applicable)

Complete the DVBE Declaration and the Bidder Declaration **only if** Proposer will claim the Disabled Veteran's Business Enterprise ("DVBE") preference associated with this solicitation. Please review the instructions before completing these forms. If Proposer submits incomplete or inaccurate information, it will not receive the DVBE preference.

### 5.6 Required Forms

All forms listed below must be completed and submitted electronically to [dlbsprocurement@monterey.courts.ca.gov](mailto:dlbsprocurement@monterey.courts.ca.gov). The completed forms will become part of Proposer's proposal.

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

- Acknowledgement Form
- Bidder Certification
- Qualifications & Organization Questionnaire
- Acceptance of Terms and Conditions of Sample Agreement
- Darfur Contracting Act Certification

### **5.7 List of Court Locations**

## **6.0 MINIMUM MANDATORY REQUIREMENTS**

Proposals submitted shall fulfill the Court's established minimum mandatory requirements in order to be considered for further review and evaluation. Failure to comply in any one of the minimum mandatory requirements may be cause for disqualifying a proposal from further consideration.

### **6.1 Proposal Submission Deadline**

Proposal must be received on or before the proposal due date.

### **6.2 Executive Summary**

Proposal must include an Executive Summary and Company Information, as described in Section 7.0 of this RFP.

### **6.3 Experience and Capability**

Proposer must have at least five (5) consecutive 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 (3) years. An entity still in operation is preferred.

### **6.4 Staff Qualifications**

Proposals must include resumes of each key staff member.

### **6.5 Plan for Providing the Requested Services**

Proposal must include a plan for providing the requested services, as described in Section 7.0 of this RFP.



RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

**6.6 Business References**

Proposer shall provide a minimum of five (5) references of clients for whom Proposer has conducted similar services, as described in the Statement of Work of this RFP.

**6.7 Financial Stability**

Proposer must be financially sound with a documented ability to expand service levels as requested by the Court. Proposer must provide proof of Proposer's financial stability for the last three (3) years.

**6.8 Insurance**

Insurable for liability, worker's compensation, and professional liability insurance, including property damage. Bonded, minimum amount of \$1,000,000.00

Selected Proposer agrees to procure, maintain, and provide to the Court proof of insurance coverage for all the programs of insurance in the amounts specified in Section 25.0 (Insurance) of the Sample Agreement.

**6.9 Business License and Certification**

Security Guards /screening personnel must have current certifications and Guard Cards and must meet any other licensing requirements.

Proposer must submit copies of any current business licenses, professional licenses, certificates or other credentials required by the nature of the contract work to be performed by Proposer.

**6.10 Background Checks**

Security personnel will be required to pass a background check before hiring and random background checks after being hired consistent with the requirements of the Monterey County Sheriff's Office and Monterey County Superior Court. Documentation shall be provided to the Court and reviewed by the Sheriff's Office.

**6.11 Training**

On-going program for employees that includes the Americans with Disabilities Act (ADA) and any training necessary to meet the Scope of Work listed in the attached Statement of Work and any State Certifications.

**6.12 Equal Opportunity Employer**

Proposer must be an Equal Opportunity Employer.

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

**6.13 Good Standing**

Proposer and any of its proposed subcontractors must be in good standing with applicable trade associations, certification boards, or other regulatory agencies (reference the Bidder Certification Form).

**6.14 Cost Proposal**

Proposer must submit its pricing for the Services described in the Statement of Work.

**6.15 Required Forms**

Proposer must complete all Required Forms.

**6.16 Mandatory Site Visit**

All Proposers must attend a mandatory Site Visit. The Site Visit will be held as specified below:

Date: 1/22/2020  
Time: 9:00 a.m. (PST)  
Contact: Contract Officer  
Address: 240 Church Street, Salinas, California 93901 Room SC 320  
E-mail: [dlbsprocurement@monterey.courts.ca.gov](mailto:dlbsprocurement@monterey.courts.ca.gov).

An e-mail from a Site Visit participant should be sent to the Contact above by January 21, 2020 at 2:00 p.m. The e-mail must indicate the number of individuals (of Proposer and its subcontractors) who plan to attend the Site Visit.

In the event a Proposer is unable to attend the Site Visit, an authorized representative may attend on its behalf. A representative may only sign in for one Proposer.

**7.0 TECHNICAL PROPOSAL**

In preparing its proposal, Proposer should do so in its own words and take care not to simply copy the language in the RFP. Care should also be taken to ensure that the proposal responds completely and thoroughly to all of the requirements set forth in this RFP. The objective of the proposal submission is for the Court to ascertain Proposer's ability to provide or exceed the required service levels. In addition, specific information is requested from all Proposers to ensure that the proposals can be fairly compared in a standard manner. Only that information which is contained in the proposal will be evaluated. Incomplete or inaccurate information may result in disqualification of Proposer.

**IMPORTANT: PROPOSALS MUST BE SUBMITTED IN THE FORMAT DESCRIBED BELOW, BOTH AS TO SEQUENCE AND CONTENT. FAILURE TO COMPLY WITH THESE PROVISIONS MAY, IN THE COURT'S SOLE DISCRETION, RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

## **7.1 Executive Summary**

The Proposer must provide an Executive Summary of its proposal. The Executive Summary should be a “high-level,” general overview of how Proposers 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 set forth in Section 6.0.

## **7.2 Company and Subcontractor Information**

### **7.2.1 Company Background Information**

The Court requires 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 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, state in which incorporated.
- d. A short narrative description of 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. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO’s).
- i. Annual contract value of Proposer’s three (3) largest contracts for similar products and services in the past three (3) years.
- j. Percent of turnover of service staff for each of the last three (3) years in Proposer’s organization that will be responsible for providing products and services described in this RFP (e.g. Security Guards, Screening Personnel, Account Manager, Customer Service personnel, etc.).
- k. If subcontractors are proposed for this RFP, describe Proposer’s contract management process for subcontractors included in Proposer’s proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between Proposer and each proposed subcontractor.

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

### 7.2.2 Subcontractors

If subcontractors are proposed for this RFP, provide the following information for each subcontractor:

- a. Subcontractor name and address.
- b. Federal identification and/or social security number.
- c. If incorporated, state in which incorporated.
- d. A short narrative of the subcontractor's organization, including organization 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 services similar in size and scope to those requested in this RFP.
- h. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- i. Percent of turnover of service staff for each of the last three (3) years in the Subcontractor's organization that will be responsible for providing services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).

### 7.3 Company Profile and California Locations

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 the Statement of Work. Proposer shall list any location where it cannot provide products and services.

### 7.4 Experience and Qualifications

#### 7.4.1 Prior Experience and References

The Court requires 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:

- 7.4.1.1 List of all Contracts with government or commercial customers during the three (3) years preceding submission of this proposal.
- 7.4.1.2 Describe 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.

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

#### 7.4.2 Subcontractors

If Proposer intends to subcontract, describe Proposer's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in this RFP. Proposer should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

#### 7.5 Staff Qualifications

For each key staff member provide a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.

#### 7.6 Technical Approach and Methodology

##### 7.6.1 Work Plan and Methodology

Proposer shall provide a project plan that describes their work plan, their implementation and any follow-up services. The description shall include, but is not limited to, the following descriptions of:

- a. Account Team structure, staffing roles and responsibilities, include organizational chart.
- b. Fiscal Account Team Support and periodic account review process.
- c. Proposed transition or implementation for program.
- d. Communication process with the Court and Contractor.
- e. Training Plan (initial and ongoing) and Accreditation of Guards.
- f. Training to certify all screening personnel to safely use x-ray screening equipment.
- g. A collaborative Program Evaluation with the Court's management team.

##### 7.6.2 Customer Service

Proposer shall provide a project plan that describes their customer service plan, their implementation and any follow-up services. The description shall include, but is not limited to, the following descriptions of:

- a. Account Team structure, staffing roles and responsibilities, include organizational chart.
- b. Fiscal Account Team Support and periodic account review process.
- c. Proposed transition or implementation for program.

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

- d. Communication process with the Court and Contractor.
- e. Training Plan (initial and ongoing) and Accreditation of Guards.
- f. Training to certify all screening personnel to safely use x-ray screening equipment.
- g. A collaborative Program Evaluation with the Court's management team.

#### 7.6.3 Reports

Proposer shall describe the common reports that are available to the Court. Include the type of report, the information provided in the report, the frequency of the report, and the process used to deliver the report. Proposers are encouraged to include samples of common reports.

#### 7.6.4 Invoicing

Proposer shall describe its invoicing process, including but not limited to the following:

- Description of Proposer's billing system.
- Availability of consolidated billing and process for consolidated billing.
- Frequency of billing (biweekly, monthly, etc.); including employee rosters with timesheets for the billing period.
- Examples of invoices currently in use.

Plan to work with the Court to meet accounts payable practices use.

#### 7.7 Business References

Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom Proposer has provided similar products and services within the last eighteen (18) months. 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 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.

#### 7.8 Proof of Financial Stability

Provide a copy of Proposer's audited financial statements for the last three (3) years. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Position), Income Statement (Statement of Operations), and the Retained Earnings Statement.

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

If subcontractors are proposed for this RFP, provide a copy of subcontractor's audited financial statements for the last three (3) years as well.

**Do not** submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so identified on each page.

#### 7.9 Insurance

Attest that Proposer complies with the Indemnification and Insurance requirements of Section 32.0 (Indemnification by Contractor) and Section 25.0 (Insurance) of the Sample Agreement. Include proof of current insurance for other contracts. ACORD Certificate of Liability Insurance is preferred. If required levels of insurance are not in place, a letter from Proposer's insurance broker stating that the required amounts will be provided should a contract be awarded is acceptable. If a contract is awarded, an insurance certificate specifically endorsing the Court will be required prior to start of work.

#### 7.10 Business License and Certification

7.10.1 Proposer must provide a list of all business or professional licenses or certificates required by the nature of the services to be performed and held by Proposer (i.e. California State Board of Equalization Seller's Permit and Business License).

7.10.2 Proposer must also submit copies of all business or professional licenses or certificates, as well as certification documentation for all security personnel including Guard Cards.

#### 7.11 Required Forms

Proposer must complete and submit all Required Forms as indicated in RFP.

### 8.0 COST PROPOSAL

#### 8.1 Cost Proposal Submission

8.1.1 Proposer must complete and submit the Cost Proposal form provided.

8.1.2 The Cost Proposal shall be submitted as indicated in RFP.

#### 8.2 Government Rates

8.2.1 It is expected that all Proposers responding to this solicitation will offer Proposer's government or most favorable comparable rates.

#### 8.3 Pricing and Price Adjustments

8.3.1 The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on Proposer's or any Subcontractor's employee's wages. The

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

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 Proposer's invoice.

8.3.2 The prices proposed in Proposer's response will be valid for the initial term of the contract. Proposer's cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to Court if the contract is renewed after the initial term. The proposer must explain the proposed process to implement price changes, and how the Court will be notified.

#### **8.4 Increase or Reduction in Service**

8.4.1 Circumstances may require that Security Guards be reassigned, upon written direction of the Sheriff's Office or Court and without further cost to the Court. For additional Security Guards, the additional cost to the Court will be based on the hourly wages.

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

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

### **9.0 EVALUATION CRITERIA**

**9.1** At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

**9.2** Proposals will be evaluated by the Evaluation Committee using the criteria set forth in the table below. The total maximum allowable points will be 100 points. Award, if made, will be to one of the **highest-scored proposal and has passed the oral interviews.**

**9.3** If a contract will be awarded, the Court will post an Intent to Award Notification at

<https://www.monterey.courts.ca.gov/rfp>



RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

<b>EVALUATION CRITERIA</b>	<b>Maximum Points</b>
<b>Experience and Capability</b>	25
<b>Staff Qualifications</b>	20
<b>Plan for Providing the Requested Services</b>	20
<b>Business References</b>	7
<b>Disabled Veteran’s Business Enterprise (“DVBE”) (See Section 21.0)</b>	3
<b>Cost Proposal</b> The Cost Proposal will be evaluated on the overall reasonableness of the prices submitted.	25
<b>TOTAL MAXIMUM ALLOWABLE POINTS</b>	100

## 10.0 INTERVIEWS

- 10.1** The Court may conduct interviews with Contractors to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals.
- 10.2** The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court’s offices.
- 10.3** The Court will not reimburse Contractors for any costs incurred in traveling to or from the interview location. The Court will notify eligible Contractors regarding interview arrangements.

## 11.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of Proposer to comply with the protest procedures set forth in that 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 proposal due date. The deadline for the Court to receive an award protest is five (5) court days after the Court posts the intent to award. If the Court receives a timely award protest, the protester will have five (5) calendar days after the Court receives the protest to submit the required information. Protests should be sent to:

Mr. Colin Simpson, Chief Financial Officer  
Superior Court of California  
County of Monterey  
Finance Division  
240 Church Street  
Salinas, California 93901  
[colin.simpson@monterey.courts.ca.gov](mailto:colin.simpson@monterey.courts.ca.gov)

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

Any written protest or objection received by the Court after five (5) court days shall not be considered and the Court's decision to recommend the award of the Agreement to the successful Proposer shall be upheld.

THE COURT SHALL TAKE NO RESPONSIBILITY WHATSOEVER FOR THE RECEIPT OR HANDLING OF ANY PROTEST OR OBJECTION WHICH IS NOT RECEIVED BY THE PERSON INDICATED ABOVE BY THE STATED DEADLINE.

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

## STATEMENT OF WORK

### 1.0 General Description – Scope of Work

#### 1.1 General Description

Contractor provides unarmed security guards to conduct weapon security screening, perimeter checks, and monitor electronic security equipment and camera surveillance systems under the direction of the Presiding Judge or designee and the Sheriff or designee.

The Superior Court of California, County of Monterey, 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, Court Executive Officer and the Court Security and Facilities Committee to develop best practices and the Law Enforcement Security Plan required by Government Code Section 69925 and by the Standards of Judicial Administration.

The Chief of the Corrections Operations Bureau or designee manages, directs and reviews the operation of the Court Services Division and oversees Court Security.

The Court Services Commander 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 Monterey County Superior Court and the Sheriff's Office.

Two Bailiff Sergeants are responsible for the supervision of the Bailiff's Unit and daily security operations.

Deputies assigned to the Bailiff's Unit are responsible to the Sheriff's Office and are under the supervision of the assigned Bailiff Sergeants. 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 jointly by the Monterey County Superior Court and the Sheriff's Office.

The Superior Court has court locations in the Cities of Salinas, Monterey and Marina. Intermittent services may be required in Greenfield and/or King City.

Duties to Include:

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

- a. Operate the Court's magnetometer and x-ray equipment to screen court employees, attorneys, public and all other visitors for weapons and other contraband.
- b. Use hand held wand magnetometers to screen court employees, attorneys, public and all other visitors 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. for weapons and other contraband.
- e. Patrol the hallways and other public areas and report any dangerous situations to the Sheriff's Office personnel and Court Security.
- f. Provide professional customer service and general information to the public.
- g. Provide building opening and closing security checks of public areas in each location.
- h. Coordinate with the Court to establish guidelines to open and close court facilities on holidays, special events and emergencies.
- i. Complete daily logs recording the numbers of public persons entering the buildings, security deficiencies, and safety concerns.
- j. Alert deputy sheriffs immediately upon discovering breaches of security and incidents needing law enforcement intervention. The Court Security Officer should also be notified of any breach in security.
- k. Provide additional security services to any Court location at the discretion of the Court.
- l. Ensure proper ADA treatment through screening stations for all.
- m. Attend any required training sessions offered through the Sheriff's Office.
- n. Provide security services as directed by the Court during an emergency situation.

## 1.2 Scope of Services

This is a request for unarmed security services. The Court will provide hand radios and security screening equipment; magnetometers, x-ray machines and hand-held wands for the (6) six court locations [Court Profiles are described in section 3.1].

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

The Court plans to enhance the security screening equipment [x-ray machines and electronic security systems] as needed. The Sheriff's Office-Court Services Division will oversee the security screening operations.

Contractor shall provide security guards to staff the security screening stations, Monday through Friday, except court holidays. The Contractor shall be required to accommodate the increase of the Court's regularly scheduled business hours including any extended hours.

Contractor shall have the ability to expand services as courts implement new weapons screening programs. 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.

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

## 2.0 Technical Specification for Unarmed Security Services

### 2.1 Security Guard General Requirements

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.

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 driver's 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.

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.

Contractor shall provide mandatory certification training required by the Department of Consumer Affairs prior to the guard's initial assignment.

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

Contractor shall provide and inform the Court of all on-going 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.

Contractor shall provide a work plan and a customer service plan describing guards' selection and guard's recruitment. The Court and Sheriff's Office require 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 six locations.

Contractor shall provide a staffing plan describing the number of employees, job classification, relief factor and supervision plan for each location.

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.

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.

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 Sheriff's Office reserve the right to remove any employee from the job site for cause. Cause shall be communicated in writing to the Contractor.

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.

The Contractor shall provide a Contract Supervisor as a single point of contact through which all communications, work, staffing, scheduling, 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

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

at all times to the Sheriff's Office and Court Security through a radio, cellular telephone, pager system, etc.

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.

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.

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.

### 3.0 Court Locations

#### 3.1 Court Profiles

The Superior Court of California, County of Monterey has Court locations in Salinas, Monterey and Marina. Intermittent services may be required in Greenfield and/or King City.

##### 3.1.1 Salinas Division

The Salinas Division of the Superior Court of California, County of Monterey conducts felony and misdemeanor criminal proceedings, Juvenile Dependency proceedings, and a Self-Help Center.

The Salinas Division consists of eleven (11) courtrooms, twelve (12) judges' chambers, a jury assembly room, criminal clerk's office and other court associated offices.

The Salinas Courthouse, at 240 Church Street, is a three-story building with a basement, which has a single point of public entry on the first floor.

**2 Magnetometers, 2 x-ray machines**, hand-held wands and additional security systems; close capture T.V. monitors, and wireless duress alarm system

The Court Annex, 118 W. Gabilan Street, is a Court and County Office employee occupied building. This is the Court's Self-Help Center.

**1 Magnetometer/screening station**, hand-held wand and a wireless duress alarm system.

RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

### 3.1.2 Monterey Division

The Monterey Division of the Superior Court of California, County of Monterey conducts civil and family law proceedings. It is a shared facility occupied by Court and County personnel.

The Monterey Courthouse consists of five (5) courtrooms, eight (8) judicial chambers, a jury assembly room, and court staff on the first, second and third floors.

The Monterey Courthouse, at 1200 Aguajito Road, is a four-story building with public access on the B-level and the first floor.

The first floor is the main point of entry to the building with **1 Magnetometer, 1 X-ray machine**, hand-held wand and a wireless duress alarm system.

### 3.1.3 Marina Division

The Marina Division of the Superior Court of California, County of Monterey conducts Traffic, Juvenile Truancy Hearings, Small Claims and Child Support proceedings.

The Marina Courthouse consists of two (2) courtrooms, three (3) judicial chambers and court staff.

The Marina Courthouse, at 3180 Del Monte Blvd., is a single-story building with a single point of public entry.

**1 Magnetometer, 1 x-ray screening station**, hand-held wand and a wireless duress alarm system.

### 3.1.4 Juvenile Division

The Juvenile Division of the Superior Court of California, County of Monterey conducts Juvenile proceedings. It is a shared facility occupied by Court and County personnel.

The Juvenile Division consists of one (1) courtroom and one (1) judicial chamber.

The Juvenile Courtroom is located at 1422 Natividad Road.

**1 Magnetometer/screening station**, hand-held wand and a wireless duress system.



RFP Title: Unarmed Security Services  
RFP Number: 2019-02-GS

### 3.1.5 Greenfield Division

The Greenfield Division of the Superior Court of California, County of Monterey conducts Traffic and Small Claims proceedings and provides Self-Help Services on the second and fourth Tuesdays of each month.

The Greenfield Division is located at 599 Camino Real in the City Council building.

**1 Magnetometer/screening station** and a hand-held wand.

### 4.0 Court Holidays\*

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Lincoln's Birthday	Veterans Day
Presidents' Birthday	Thanksgiving Day
Cesar Chavez Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

\* Note: The Court does not pay for days in which the Court is closed.

### 5.0 Certifications and Verifications

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

**Cost Proposal  
Unarmed Security Services  
RFP 2019-02-GS**



Please provide your total monthly costs and total hourly rates. The quoted costs and rates shall include all taxes and shall be **fixed for a period of at least three years**, unless a change in governmental regulations, such as a change in the prevailing wage, necessitates a revision to the costs or rates.

**Itemized Location Costs:**

Item	Location	Facility Schedule	Number of FTEs	Total Monthly Staff Hours	FTEs Cost
1	Salinas Division	7:30 a.m. - 5:30 p.m.			\$
2	Salinas Division: Court Annex	8:00 a.m. - 5:00 p.m.			\$
3	Monterey Division	7:30 a.m. - 5:15 p.m.			\$
4	Marina Division	7:30 a.m. - 5:00 p.m.			\$
5	Juvenile Division	8:00 a.m. - 5:00 p.m.			\$
6	Greenfield Division	8:00 a.m. - 5:00 p.m. Tues. only			

**Itemized Personnel Costs:**

Item	Position	Rate Description	Total Hourly Rate
1	Security Guard Supervisor	Hourly	\$
		Overtime @ 1.5	
		Overtime @ 2.0	
2	Security Guard Lead Worker	Hourly	\$
		Overtime @ 1.5	
		Overtime @ 2.0	
3	Security Guard	Hourly	\$
		Overtime @ 1.5	
		Overtime @ 2.0	

***\*All Administrative costs and overhead should be built into the hourly rates represented.***

- 1) Per the RFP, please submit a sample itemized invoice for security services.
- 2) Please include a job description for each of the job classifications listed above.
- 3) Security services, such as perimeter and interior security sweeps, are required prior to the start of the facility schedule at each court location.

**ADMINISTRATIVE RULES GOVERNING RFP's  
(NON-IT GOODS AND SERVICES)**

**1.0 COMMUNICATIONS WITH COURT REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, any communications regarding this RFP must be submitted only through the Court's Contract Officer, [dlbsprocurement@monterey.courts.ca.gov](mailto:dlbsprocurement@monterey.courts.ca.gov).

**2.0 QUESTIONS REGARDING THE RFP**

Proposers interested in responding to the RFP may submit questions to the Court's Contract Officer, [dlbsprocurement@monterey.courts.ca.gov](mailto:dlbsprocurement@monterey.courts.ca.gov). on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If Proposer is requesting a change, the request must set forth the recommended change and Proposer's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court's responses will be made available prior to the proposal due date and time.

**3.0 ERRORS IN THE RFP**

**3.1** If, before the proposal due date and time listed in the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, Proposer must immediately notify the Court by sending an email to the Bid Contact and request modification or clarification of the RFP. Without disclosing the source of the request, the Court may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.

**3.2** If a Proposer fails to notify the Court of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the RFP, the Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the contract, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

**4.0 OPTION TO CANCEL, AMEND OR EXTEND RFP**

The Court reserves the right to cancel, amend or extend the RFP, in its sole discretion, at any time prior to the issuance of a contract.

**5.0 ADDENDA**

**5.1** The Court may modify the RFP before the proposal due date and time listed in the

RFP by issuing an addendum on the Courts website. No oral statements by any person shall modify or otherwise affect the terms, conditions or specifications stated in the RFP.

- 5.2 It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- 5.3 If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court by sending an email to the Bid Contact no later than one day following issuance of the addendum.

## 6.0 COURT RESPONSIBILITIES

The Court is responsible only for that, which is expressly stated in this solicitation document and any authorized amendment or addenda thereto. Court is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## 7.0 SUBMISSION OF PROPOSALS

- 7.1 To be considered, proposals must be received on or before the submission deadline specified in the RFP. The Court will accept only one proposal per individual, firm, partnership or corporation under the same or different names.
- 7.2 All proposals will be submitted to the Court's Contract Officer by email to [dlbsprocurement@monterey.courts.ca.gov](mailto:dlbsprocurement@monterey.courts.ca.gov). Proposer is solely responsible for ensuring that the full proposal is submitted prior to the submission deadline.
- 7.3 The Court shall under no circumstances be held liable for any costs incurred in connection with the preparation or submittal of any proposal or in connection with the modification of any of Proposer's operations in response to this RFP.
- 7.4 Submission of a proposal constitutes an acknowledgement that Proposer accepts and is willing to comply with the terms and conditions of the RFP, the attachments and any addenda, and has reviewed all applicable laws, regulations, ordinances and resolutions dealing with or related to this procurement. Proposer's failure or neglect to examine such documents, Laws, regulations, ordinances or resolutions shall in no way relieve Proposer from any obligations with respect to any contract issued as a result of this RFP.

## 8.0 AMENDMENT OR WITHDRAWAL OF PROPOSALS

A Proposer may amend or withdraw its proposal at any time prior to the submission deadline by notifying Court Procurement at [dlbsprocurement@monterey.courts.ca.gov](mailto:dlbsprocurement@monterey.courts.ca.gov). Proposer may thereafter submit a new or modified proposal, provided, that it is submitted prior to the deadline listed in the RFP. Amendments or withdrawals offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the RFP.

## 9.0 ERRORS IN THE PROPOSAL

If errors are found in a proposal, the Court may reject the proposal; however, the Court

may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to Proposer (if selected for the award of the contract), Proposer will be informed of the errors and corrections thereof and will be given the option to a proposal by the corrected amount or withdraw the proposal.

## **10.0 RIGHT TO REJECT PROPOSALS**

- 10.1** The Court may, in its sole discretion, reject any or all proposals submitted in response to this RFP. Only one proposal per individual, firm, partnership, or corporation under the same or different names will be considered. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered in this RFP process.
- 10.2** The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract and confers no right of contract on any Proposer.
- 10.3** The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the proposal.
- 10.4** Proposers are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Proposer's proposal.

## **11.0 EVALUATION PROCESS**

- 11.1** An initial Pass/Fail review will be made of all proposals submitted to determine their compliance with the RFP format instructions and fulfillment of the minimum mandatory requirements. Failure to comply with any of the minimum mandatory requirements may be cause for disqualifying a proposal from further consideration and review. The Court may, in its sole discretion, reject any or all proposals submitted in response to this RFP. Such review and determination is not subject to appeal and will be done at the sole discretion of the Court.
- 11.2** Proposals that contain false, incomplete or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP. A proposal containing conditions or limitations established by Proposer may be deemed irregular and rejected by the Court in its sole discretion.
- 11.3** Upon completion of the initial review, all proposals receiving a "Pass" will be evaluated by the Evaluation Committee. The Evaluation Committee will include

representatives of the Court. The Court may utilize the services of appropriate experts to assist in the evaluation process and may request further written clarification from Proposers. The Evaluation Committee, at its sole discretion, may delegate certain functions to one or more subcommittees.

- 11.4** A reasonable inquiry to determine the responsibility of Proposer may be conducted. The unreasonable failure of Proposer to promptly supply information in connection with such inquiry, including but not limited to information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility with respect to such Proposer. By submitting a proposal in response to this RFP, Proposer acknowledges that it gives the Court investigative authority to verify and confirm any and all related information, credentials, resources, and references listed in the proposal.
- 11.5** The Court may conduct oral interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. Interviews are schedule with Proposers at the discretion of the Court. The interviews may be conducted in person or by phone. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location.
- 11.6** In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

## **12.0 DISPOSITION OF MATERIALS/CONFIDENTIAL OR PROPRIETARY INFORMATION**

- 12.1** All materials submitted in response to the RFP will become the property of the Court.
- 12.2** A copy of each proposal will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule [10.500 of the California Rule of Court](#), which governs public access to judicial administrative records. For further information go to the following website:  
  
[www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10\\_500](http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).
- 12.3** If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of [Rule 10.500](#), then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

## **13.0 OFFER PERIOD**

Proposer's proposal is an irrevocable offer for one hundred eighty (180) calendar days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

#### **14.0 PAYMENT TERMS**

**14.1** Payment terms will be specified in any agreement that may ensue as a result of the RFP.

**14.2 THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the contract between the Court and the selected Proposer.

#### **15.0 AWARD OF CONTRACT**

Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.

#### **16.0 EXECUTION OF FORMAL AGREEMENT (IF APPLICABLE)**

**16.1** Proposers are hereby advised that this RFP is a solicitation for proposals only. It is not intended to be, nor is it to be construed as, an offer to enter into any contract or other agreement. Acceptance or recommendation of a proposal does not constitute formation of a contract. A contract can be created only by formal approval and execution by the Court Executive Officer or designee.

**16.2** Once negotiations have been completed with the selected Contractor, a recommendation for an award of a contract will be made to the Court Executive Officer or designee, who is, and shall remain, the ultimate decision maker for the Court.

**16.3** A Proposer submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.

**16.4** Upon award of the contract, the agreement shall be signed by Proposer in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of contract form. Contracts are not effective until executed by both parties and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed contract shall be at Proposer's own risk.

**16.5** The period for execution of the agreement set forth in the RFP may only be changed by mutual agreement of the parties. Failure to execute the contract within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, the Court may award the contract to the next qualified Proposer.

**16.6** The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by Proposer may delay execution of a contract.

## **17.0 NEWS RELEASES**

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court's designee.

## **18.0 NO CONFLICT OF INTEREST**

Proposer must certify that Proposer 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. See Bidder Certification form.

## **19.0 ANTI-TRUST CLAIMS**

- 19.1** In submitting a proposal to the Court, Proposer offers and agrees that if the proposal is accepted, Proposer will assign to the Court 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 the Proposer for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Proposer. (See [Government Code section 4552](#).)
- 19.2** If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- 19.3** Upon demand in writing by Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See [Government Code section 4554](#).)

## **20.0 AMERICANS WITH DISABILITIES ACT**

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to the Court's designee.

## **21.0 DISABLED VETERANS BUSINESS ENTERPRISE INCENTIVE (IF APPLICABLE)**

- 21.1** Qualification for the Disabled Veterans Business Enterprise (DVBE) incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.



- 21.2** Eligibility for and application of the DVBE incentive is governed by the Court's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Court's sole determination, Proposer has met all applicable requirements.
- 21.3** To receive the DVBE incentive, at least 3% of the purchase order goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").
- 21.4** If Proposer wishes to seek the DVBE incentive:
- 21.4.1 Proposer must complete and submit with its proposal, the DVBE Proposer Declaration. Proposer must submit with the DVBE Proposer Declaration all materials required in the DVBE Proposer Declaration.
- 21.4.2 Proposer must also submit with its proposal, a DVBE Declaration completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.
- 21.5** Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.
- 21.6** If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.
- 21.7** If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-purchase order DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the COURT approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.
- 21.8** **Fraudulent misrepresentation in connection with the DVBE incentive is a misdemeanor and is punishable by imprisonment or fine, and violators are liable for civil penalties. See [Military & Veterans Code section 999.9](#).**



**SAMPLE**

**AGREEMENT**

**BY AND BETWEEN**

**SUPERIOR COURT OF CALIFORNIA,**

**COUNTY OF MONTEREY**

**AND**

**(COMPANY/VENDOR NAME)**

**FOR**

**UNARMED SECURITY SERVICES**

**AGREEMENT NUMBER 2019-02-GS**

## Contents

1.0	AUTHORITY .....	1
2.0	QUALIFICATION IN CALIFORNIA .....	1
3.0	APPLICABLE DOCUMENTS.....	1
4.0	PERIOD OF PERFORMANCE .....	2
5.0	CONTRACTOR'S SERVICES .....	2
6.0	PUBLIC AGENCY CLAUSE .....	2
7.0	INTENTIONALLY OMITTED .....	3
8.0	COMPENSATION .....	3
9.0	CONTRACT ADMINISTRATION .....	4
10.0	HIRING OF EMPLOYEES.....	8
11.0	COURT APPROVAL OF CONTRACTOR'S STAFF .....	8
12.0	PRIORITY HIRING .....	8
13.0	SECURITY COMPLIANCE.....	8
14.0	EMPLOYMENT ELIGIBILITY VERIFICATION.....	9
15.0	MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY .....	9
16.0	RULES AND REGULATIONS .....	9
17.0	INVOICES AND PAYMENTS .....	9
18.0	MOST FAVORED PUBLIC ENTITY .....	11
19.0	FAILURE TO PROVIDE CONTRACT SERVICES.....	11
20.0	NOTICES .....	12
21.0	NOTICES OF DELAYS .....	12
22.0	INDEPENDENT CONTRACTOR PROVISION.....	12
23.0	PROHIBITION ON ASSIGNMENT AND SUBCONTRACTING .....	13
24.0	BINDING ON SUCCESSORS .....	13
25.0	INSURANCE .....	13
26.0	WARRANTIES .....	16
27.0	NO GRATUITIES .....	17
28.0	NO CONFLICT OF INTEREST.....	17
29.0	NO INTERFERENCE WITH OTHER CONTRACTS .....	17
30.0	NO LITIGATION.....	17
31.0	WARRANTY AGAINST CONTINGENT FEES.....	17
32.0	INDEMNIFICATION BY CONTRACTOR .....	17
33.0	CONFIDENTIALITY.....	18
34.0	COURT'S QUALITY ASSURANCE PLAN .....	19

35.0	TERMINATION CLAUSES .....	19
36.0	EFFECT OF EXPIRATION OR TERMINATION; SURVIVAL PROVISION.....	20
37.0	RENEGOTIATIONS DUE TO BUDGET RESTRICTIONS/ NON-APPROPRIATION OF FUNDS.....	21
38.0	DISPUTE RESOLUTION.....	21
39.0	COURT REMEDIES .....	22
40.0	ACCOUNTING .....	22
41.0	CALIFORNIA BUREAU OF STATE AUDITS PROVISION .....	23
42.0	GENERAL AUDIT AND RECORDS PROVISION.....	23
43.0	PUBLICITY.....	23
44.0	GOVERNING LAWS, JURISDICTION AND VENUE .....	23
45.0	COMPLIANCE WITH THE LAW .....	23
46.0	TAX DELINQUENCY.....	23
47.0	ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAW .....	24
48.0	NONDISCRIMINATION.....	24
49.0	FAIR LABOR STANDARDS ACT .....	24
50.0	NATIONAL LABOR RELATIONS BOARD.....	24
51.0	DOMESTIC PARTNERS, SPOUSES, GENDER .....	24
52.0	DRUG-FREE WORKPLACE .....	25
53.0	NO HARASSMENT .....	25
54.0	ANTI-TRUST CLAIMS.....	25
55.0	INTENTIONALLY OMITTED .....	25
56.0	INTENTIONALLY OMITTED .....	25
57.0	UNION ACTIVITIES CERTIFICATION.....	25
58.0	DARFUR CONTRACTING ACT CERTIFICATION .....	25
59.0	INTENTIONALLY OMITTED .....	26
60.0	EXPATRIATE CORPORATIONS .....	26
61.0	CHILD SUPPORT COMPLIANCE ACT .....	26
62.0	INTENTIONALLY OMITTED .....	26
63.0	DISABLED VETERAN'S BUSINESS ENTERPRISE COMMITMENT (If applicable) .....	26
64.0	INTENTIONALLY OMITTED .....	26
65.0	SEVERABILITY.....	26
66.0	CHOICE OF LAW.....	26
67.0	NEGOTIATED AGREEMENT.....	26
68.0	WAIVER.....	27
69.0	NON-EXCLUSIVITY.....	27
70.0	ENTIRE AGREEMENT.....	27

71.0 AMENDMENT .....27  
72.0 EXPANSION OF CONTRACT .....27  
73.0 HEADINGS .....27  
74.0 COUNTERPARTS.....27  
75.0 AUTHORIZATION PAGE .....28

EXHIBITS

- EXHIBIT A Statement of Work
- EXHIBIT B Pricing and Billing Schedule
- EXHIBIT C1 Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT C2 Contractor Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT D Darfur Contracting Act Certification
- EXHIBIT E Relevant Portions of Contractor’s Proposal

This Agreement is made and entered into at Salinas, California by and between SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY ("Court") and (COMPANY/VENDOR) ("Contractor"), as of the Effective Date, for unarmed security services ("Services"), with regard to the following recitals:

WHEREAS, the Lockyer-Isenberg Trial Court Funding Act of 1997, effective January 1, 1998, authorizes Court to enter into certain contracts related to court operations; and

WHEREAS, Court desires to contract for services, as specified, provided by Contractor; and

WHEREAS, Contractor was selected through a process of competitive bidding for the provision of the described services (See RFP 2019-02-GS); and

WHEREAS, the California Judicial Branch Contract Law ([Public Contract Code sections 19201-19210](#)) requires judicial branch entities to enter into contracts for the procurement of goods and services consistent with the Judicial Branch Contracting Manual adopted by the Judicial Council;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated as part of this Agreement, Court and Contractor agree as follows:

## **1.0 AUTHORITY**

Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.

## **2.0 QUALIFICATION IN CALIFORNIA**

Contractor is, and will remain for the term of this Agreement, qualified to do business and in good standing in California.

## **3.0 APPLICABLE DOCUMENTS**

**3.1** This present document and attached, Exhibit A (Statement of Work); Exhibit B (Pricing and Billing Schedule); Exhibit C1 (Contractor Acknowledgment and Confidentiality Agreement); Exhibit C2 (Contractor Employee Acknowledgment and Confidentiality Agreement); Exhibit D (Darfur Contracting Act Certification); and Exhibit E (Relevant Portions of Contractor's Proposal): all of which are hereby incorporated herein by this reference, collectively shall constitute the complete and exclusive statement of understanding and agreement between the parties which supersedes any and all previous written or oral agreements, and any and all prior communications between the parties relating to the subject matter of this Agreement (throughout and hereinafter referred to collectively as the "Agreement").

**3.2** In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise, between and/or among this present document and the Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the body of this present document and then to the Exhibits according to the following priority:

- (1) EXHIBIT A Statement of Work
- (2) EXHIBIT B Pricing and Billing Schedule
- (3) EXHIBIT C1 Contractor Acknowledgment and Confidentiality Agreement
- (4) EXHIBIT C2 Contractor Employee Acknowledgment and Confidentiality Agreement
- (5) EXHIBIT D Darfur Contracting Act
- (7) EXHIBIT E Relevant Portions of Contractor's Proposal

#### **4.0 PERIOD OF PERFORMANCE**

- 4.1** The initial period of performance under this Agreement shall commence on the date of its execution by the Court Executive Officer or designee (the Effective Date) and shall continue for three (3) years thereafter.
- 4.2** This Agreement may also be extended for up to four (4) annual and successive one-year periods of performance at the discretion of the Court Executive Officer or designee.
- 4.3** Court authorizes its Court Executive Officer or designee to extend this Agreement on a month-to-month basis, with the mutual consent of Court and Contractor, for an additional period not to exceed six (6) months.
- 4.4** Court shall notify Contractor in writing at least thirty (30) days prior to the beginning of the pertinent extension period of any determination to extend this Agreement beyond its initial period of performance.

#### **5.0 CONTRACTOR'S SERVICES**

Pursuant to the provisions of this Agreement, Contractor shall fully provide, complete, and deliver on time all tasks, deliverables, services, and other work as set forth in Exhibit A (Statement of Work), and as otherwise required in this Agreement. Time is of the essence for Contractor's performance under this Agreement.

#### **6.0 PUBLIC AGENCY CLAUSE**

This Agreement is a result of an open, competitive procurement, specifically Unarmed Security Services ("RFP"), conducted in January 2020. The RFP process and the content and form of this Agreement are in full accordance with the rules, regulations and requirements of the California Judicial Branch Contract Manual.

Other California courts or any government agency located in the State of California can leverage this Agreement to utilize Contractor for Services, by obtaining day-to-day bids, quotes, and proposals, etc. from Contractor. The pricing in this proposal is only applicable to Courts within the California Judicial Branch of government. California government entities outside of the California Judicial Branch of government are free to utilize the terms

and conditions of this contract; however, the pricing would either increase or decrease based on the government/agency entity type and will vary based on user-counts, bid counts, and features required. Each government entity is responsible for negotiating its own pricing with Contractor.

Court assumes absolutely no liability or responsibility of any type or any fashion related to the use of this Agreement by any other court or any other government agency, or such court's/agency's business relationship with Contractor.

## **7.0 INTENTIONALLY OMITTED**

## **8.0 COMPENSATION**

### **8.1 Contract Sum**

8.1.1 The Contract Sum shall be the maximum total monetary amount payable by Court to Contractor for supplying all the tasks, deliverables, services, and other work specified under this Agreement. All work completed by Contractor must be deemed acceptable to, and approved in writing by, Court's Project Manager which approval shall not be unreasonably withheld. If Court's Project Manager does not approve the work in writing, payment to Contractor shall be made in accordance to Subsection 8.2 of this Agreement.

8.1.2 The total annual Contract Sum shall not exceed \$ **Contract Value** and shall be paid in accordance with Exhibit B (Pricing and Billing Schedule).

8.1.3 Any additional work requested by Court that exceeds the scope of Exhibit A (Statement of Work), must be approved in advance, and in writing, by the Court Executive Officer or designee.

8.1.4 Any change in the Contract Sum must be approved in advance, and in writing, by the Court Executive Officer or designee.

8.1.5 If Contractor provides any task, deliverable, good, service, and/or other consideration to Court other than those specified in this Agreement, or if Contractor provides such items requiring Court's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against Court therefor.

### **8.2 Fees**

Contractor shall provide all goods and services at the rates set forth in Exhibit B (Pricing and Billing Schedule). Court shall have no obligation for payment of fees for any goods or services provided by Contractor except for those which are satisfactorily completed and expressly authorized pursuant to this Agreement.



### 8.3 Expenses

8.3.1 Court shall not provide reimbursement for travel expenses, mileage, or any other Contractor expenses, without the prior written approval of Court's Project Manager.

8.3.2 Court shall not reimburse any Contractor expenses for staff time or overtime spent performing services or for any time spent to provide information for Court audits or billing inquiries.

### 8.4 Salaries and Employee Benefits

Contractor will be solely responsible for providing to its employees all legally required employee benefits, and Court shall not be held liable for the direct payment of any salaries, wages, or other compensation to any personnel provided by Contractor.

## 9.0 CONTRACT ADMINISTRATION

### 9.1 Key Personnel

Court and Contractor shall each designate a Project Director who shall have full authority to act on all daily operational matters concerning Contractor's performance under this Agreement. Contractor's Project Director shall be subject to Court's written approval. Contractor shall not replace its Project Director without prior written approval by Court. Contractor's Project Director shall be available by telephone during regular business hours.

### 9.2 Contractor's Representatives

#### 9.2.1 Contractor's Project Director

9.2.1.1 Contractor's Project Director for this Agreement shall be the following person, or designee:

**Contractor Project Director**

**Address**

**City, State XXXXX**

**Phone**

**Email**

9.2.1.2 Contractor shall notify Court in writing of any change in the name or address of Contractor's Project Director.

9.2.1.3 Contractor's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.

9.2.1.4 Contractor's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement

and is not authorized to further obligate Contractor in any respect whatsoever.

9.2.1.5 Contractor's Project Director shall provide direction to Court in the areas relating to Contractor's policies, information requirements, and procedural requirements.

9.2.1.6 Contractor's Project Director shall be responsible for determining whether the technical standards and requirements of this Agreement are met by Contractor and for evaluating Contractor's performance under this Agreement.

9.2.1.7 Contractor's Project Director shall plan and coordinate Contractor's efforts with Court.

9.2.2 Contractor's Project Manager

9.2.2.1 Contractor shall provide a Project Manager to represent Contractor and to oversee day-to-day operation of each site.

9.2.2.2 Contractor's Project Manager shall be the following person, or designee who shall be a full-time employee of Contractor:

**Contractor Project Manager**

**Address**

**City, State XXXXX**

**Phone**

**Email**

9.2.2.3 Contractor's Project Manager shall be responsible for reporting to Court as specified in this Agreement and as may be required by Court from time to time. Contractor's Project Director shall plan and coordinate Contractor's efforts with Court.

9.2.2.4 Contractor's Project Manager shall communicate with Court's Project Director on an on-going basis concerning any problems, modification, and contractual obligation, and shall be available during regular business hours for problem resolution.

9.2.2.5 Contractor's Project Manager shall inform Court's Project Director of any change in production or in Contractor's personnel assigned to provide goods and/or services to Court.

9.2.2.6 Contractor's Project Manager shall provide Court with monthly accounting reports as required under this Agreement.

9.2.2.7 Contractor's Project Manager shall provide Court's Project Director with the names, position titles and telephone

numbers of Contractor's local staff assigned to provide goods and/or services to Court under this Agreement.

### 9.3 Court's Representative

#### 9.3.1 Court Personnel

Unless stated otherwise in this Agreement, all Court personnel assigned to this Agreement shall be under the exclusive supervision of Court. Contractor understands and agrees that all such Court personnel are assigned only for the convenience of Court. Contractor hereby represents that its price, project schedule, and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

#### 9.3.2 Court's Project Director

9.3.2.1 Court's Project Director for this Agreement shall be the following person, or designee:

**Court's Project Director**  
**Superior Court of California**  
**County of Monterey**  
**240 Church Street**  
**Salinas, California 93901**  
**Phone**  
**Email**

9.3.2.2 Court shall notify Contractor in writing of any change in the name or address of Court's Project Director.

9.3.2.3 Court's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.

9.3.2.4 Court's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate Court.

9.3.2.5 Court's Project Director shall provide direction to Contractor in the areas relating to Court policy, information requirements, and procedural requirements.

9.3.2.6 Court's Project Director shall have the right at all times to inspect any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

9.3.2.7 Court's Project Director may request a change of Contractor's Project Director if the objectives of this Agreement are not being met as determined in the sole judgment of Court's Project Director.

9.3.2.8 Court's Project Director shall be responsible for determining whether the technical standards and requirements of this Agreement are met by Contractor and for evaluating Contractor's performance under this Agreement.

9.3.2.9 Court's Project Director shall plan and coordinate Contractor's efforts with Court.

9.3.3 Court's Project Manager

9.3.3.1 Court's Project Manager for this Agreement shall be the following person or designee:

**Court's Project Manager**  
**Superior Court of California**  
**County of Monterey**  
**240 Church Street**  
**Salinas, California 93901**  
**Phone**  
**Email**

9.3.3.2 Court shall notify Contractor in writing of any change in the name or address of Court's Project Manager.

9.3.3.3 Court's Project Manager shall monitor and evaluate Contractor's performance.

9.3.3.4 Court's Project Manager is not authorized to make any changes in any terms and conditions of this Agreement and is not authorized to further obligate Court in any respect whatsoever.

9.3.4 Court's Contract Manager

9.3.4.1 Court's Contract Manager for this Agreement shall be the following person or designee:

**Assigned Court Staff**  
**Superior Court of California**  
**County of Monterey**  
**Address**  
**City, California XXXXX**  
**Phone**  
**Email**

9.3.4.2 Court shall notify Contractor in writing of any change in the name or address of Court's Contract Manager.

9.3.4.3 Contract Manager shall be responsible for resolving contractual issues relating to terms and conditions of this Agreement.

9.3.4.4 Contract Manager shall be responsible for preparing amendments, extensions and addendums to this Agreement.

## 10.0 HIRING OF EMPLOYEES

Contractor and Court agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party.

## 11.0 COURT APPROVAL OF CONTRACTOR'S STAFF

11.1 Court has the reasonable right to approve, which approval shall not be unreasonably withheld, members of Contractor's management staff during the performance of the work hereunder and prior to any proposed changes in Contractor's management staff. Contractor shall provide Court's Project Director with résumés of all proposed management staff and shall make such staff available for interview by Court upon request of Court's Project Director. By execution hereof, Court has approved **First, Last Name and First, Last Name** as the current Contractor's Project Director and Project Manager respectively.

### 11.2 Background Checks

11.2.1 Background checks are required by the Court at the Contractor's expense and shall be performed immediately following the assignment to any court location.

11.2.2 Contractor shall ensure that the following persons are not assigned to perform services for the Court: (a) any person refusing to undergo such background checks, and (b) any person whose background check results, the Court advises are unacceptable to the Court.

## 12.0 PRIORITY HIRING

Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

This provision shall not be construed to require Contractor to hire unqualified recipients of aid or to interfere with, or violate the terms of, a valid collective bargaining agreement, any federal affirmative action program for hiring disabled veterans or veterans of the Vietnam era, or a nondiscrimination program pursuant to Government Code section 12990.

## 13.0 SECURITY COMPLIANCE

13.1 Unless special arrangements are made per the instructions set forth below:

- (A) Contractor employees shall enter Court buildings only during specified hours;
- (B) Contractor employees shall enter Court buildings through public weapon screening entrances; and

(C) All items brought into Court facilities by Contractor employees shall be examined by X-ray machines and may be subject to further physical inspection by Courthouse security personnel.

**13.2** If Contractor must provide services or make deliveries of goods outside of regular Court business hours, or if Contractor must bring items into Court facilities that cannot reasonably be placed on or examined by an X-ray machine at a public weapon screening entrance, then Contractor's Project Director and Court's Project Director shall make special arrangements for Courthouse security personnel to manually search Contractor employee(s) and all items being brought by Contractor employee(s) into Court facility.

**13.3** Under no circumstances may any Contractor employee enter a Court facility without first being searched by duly authorized and uniformed Courthouse security personnel. Under no circumstances may any Contractor employee bring any item(s) into Court facility without the item(s) being searched by Courthouse security personnel.

#### **14.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. Contractor shall indemnify, defend and hold Court harmless from any employer sanctions or other liability which may be assessed against Court or Contractor.

#### **15.0 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY**

Contractor shall not assign employees under the age of 18 to perform work under this Agreement. All of Contractor's employees working at Court facilities must be able to communicate in English. Contractor's employees must be legally present and permitted to work in the United States.

#### **16.0 RULES AND REGULATIONS**

While Contractor's employees or agents are at the facilities of Court, County of Monterey, or of the State of California, they shall be subject to the rules and regulations of those facilities. Contractor shall immediately remove and replace its employees who do not comply with the rules and regulations of such Court, County or State facilities.

#### **17.0 INVOICES AND PAYMENTS**

##### **17.1 Submitting Invoices**

17.1.1 Contractor shall invoice Court at the rates set forth in Exhibit B (Pricing and Billing Schedule).

- 17.1.2 Contractor shall bill Court within the first twenty-five (25) calendar days of the month for goods and services provided the preceding month.
- 17.1.3 All invoices shall be subject to Court's written approval. Contractor shall prepare invoices, in the detail specified in Subsection 17.3 using mutually agreeable formats, for charges owed to Contractor by Court as provided in Exhibit B (Pricing and Billing Schedule).
- 17.1.4 Contractor shall submit all invoices for approval to [accountspayable@monterey.courts.ca.gov](mailto:accountspayable@monterey.courts.ca.gov)
- 17.1.5 Immediately upon approving Contractor's invoice(s), Court's Project Director shall forward all such invoice(s) for review and processing for payment to the Department designated by the Court.

## **17.2 Payment Conditions**

- 17.2.1 Court shall pay Contractor as per Exhibit B (Pricing and Billing Schedule) in the Agreement within thirty (30) days of receiving a correct and proper invoice from Contractor, provided that Contractor is not in violation of or default under any provision of the Agreement and has submitted a complete, accurate, and approved invoice.
- 17.2.2 Payment for services rendered shall be made upon Court's approval of invoices submitted and may be reduced at Court's sole discretion for Contractor's failure to provide services as specified in the Agreement. Court may deduct up to ten percent (10%) from invoice amount for each month a failure incurs and until such errors are satisfactorily corrected.
  - 17.2.2.1 The aggregate of all amounts withheld pursuant to Subsection 17.1 shall be paid to Contractor by Court in accordance to Subsection 17.2.
- 17.2.3 The cumulative total of such invoices shall not exceed the Contract Sum stated in Section 8.0 of the Agreement.

## **17.3 Invoice Detail**

Each invoice submitted by Contractor shall include the following information:

- (A) The deliverables and associated tasks, subtasks, goods, services, or other work (as described in Exhibit A) for which payment is claimed.
- (B) Indication of any applicable withhold amount for payments claimed.
- (C) Indication of any applicable credits due to Court.

## **17.4 Reports by Contractor**

In order to monitor and control expenditures and to ensure the reporting and completion of all tasks, subtasks, deliverables, goods, services, and other work

provided by Contractor, upon written request by Court's Project Manager, Contractor shall provide written reports that shall include, but are not limited to, the following information:

- (A) Period covered by the report.
- (B) Overview of the reporting period.
- (C) Tasks, subtasks, deliverables, goods, services, and other work scheduled for the reporting period which were not completed.
- (D) Tasks, subtasks, deliverables, goods, services, and other work for the reporting period which were completed.
- (E) Tasks, subtasks, deliverables, goods, services, and other work completed in the reporting period which were not scheduled.
- (F) Tasks, subtasks, deliverables, goods, services, and other work to be completed in the next reporting period.
- (G) Issues to be resolved and a scheduled completion date.
- (H) Issues resolved during the reporting period.
- (I) Summary of project status as of reporting date.
- (J) Any other information which Court may reasonably require from time-to-time.
- (K) Any holidays during the reported period.

## **18.0 MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions, to the federal government, or any state, county, municipality, or district, at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to Court.

## **19.0 FAILURE TO PROVIDE CONTRACT SERVICES**

**19.1** In the event that Contractor fails to correct any significant and/or repetitive errors on any task or deliverable described in Exhibit A (Statement of Work) and/or fails to perform such corrections within ten (10) business days of receiving written notice thereof from Court's Project Manager or Court's Project Director, Court may deduct up to ten percent (10%) each month from amount of Contractor's regular monthly invoices representing Contractor's management fee for each such failure until such errors are satisfactorily corrected. Under no circumstances shall Court withhold payment representing amount for which Contractor will be reimbursed such as wages, taxes, benefits, liability insurance or other costs. Court shall not hold Contractor liable for any delays for which Court is solely responsible.



**19.2** The aggregate of all amounts withheld pursuant to Subsection 19.1 shall be paid to Contractor by Court in one lump sum payment the earlier of 1) the parties' agreed upon resolution of the matter(s) for which withholding was prompted or 2) within sixty (60) days from the termination date of this Agreement, upon completion of all corrective measures required.

## **20.0 NOTICES**

**20.1** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and may be submitted by email or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses:

If to Court:

**Assigned Court Staff**  
**Superior Court of California**  
**County of Monterey**  
**240 Church Street**  
**Salinas, California 93901**  
**Telephone Number**  
**E-mail Address**

If to Contractor:

**Name, Title**  
**Name of Company**  
**Address**  
**City, State XXXXX**  
**Telephone Number**  
**E-mail Address**

Addresses may be changed by either party giving written notice thereof to the other party. Court's Project Director shall have the authority to issue all notices or demands required or permitted by Court under this Agreement.

## **21.0 NOTICES OF DELAYS**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall immediately, but not later than one (1) business day of learning of the actual or potential situation, telephone the appropriate other party personnel to give notice thereof, including all relevant information with respect thereto, to the other party. Such telephone notification shall be followed up in writing with an explanation of the situation within one (1) working day.

## **22.0 INDEPENDENT CONTRACTOR PROVISION**

Contractor is an independent contractor to Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and Court. Contractor has no authority to bind or incur any obligation on behalf of Court. If any governmental entity

concludes that Contractor is not an independent contractor Court may terminate this Agreement immediately upon notice.

### **23.0 PROHIBITION ON ASSIGNMENT AND SUBCONTRACTING**

Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Court. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.

### **24.0 BINDING ON SUCCESSORS**

This Agreement will be binding on the parties and their permitted successors and assigns.

### **25.0 INSURANCE**

#### **25.1 General Requirements**

25.1.1 Contractor, prior to commencement of the Services, shall provide the Court with certificates of insurance and signed insurance policy endorsements, on forms acceptable to the Court, as evidence that the required insurance is in effect. Where applicable, each certificate of insurance and signed insurance policy endorsement shall specifically provide verification that the State of California, the Judicial Council of California, and the Superior Court of California, County of Monterey, and their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds on the insurance policy being referenced.

25.1.2 For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.

25.1.3 The Certificates of Insurance shall be addressed as follows:

**Assigned Court Staff  
Superior Court of California  
County of Monterey  
240 Church Street  
Salinas, California 93901  
Phone  
Email**

25.1.4 All insurance policies required under this section shall be in force until the end of the term of this Agreement or completion of the services, whichever comes later.

25.1.5 If the insurance expires during the term of the Agreement, the Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements. Contractor must provide renewal insurance certificates and signed policy endorsements to the Court at least ten (10) days

following the expiration of the previous insurance certificates and signed policy endorsements.

- 25.1.6 If required insurance lapses during the term of this Agreement, Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 25.1.7 In the event the Contractor fails to keep in effect the specified insurance coverage, the Court may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement or declare the Contractor in breach of the Agreement. If applicable, the Court reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the Court.
- 25.1.8 Contractor, and any insurer (by policy endorsement) providing insurance required under the terms of this Section 25.0, shall waive any right of recovery or subrogation it may have against the State of California, the Judicial Council of California, and the Superior Court of California, County of Monterey, and their respective elected and appointed officials, judges, officers, and employees for direct physical loss or damage to the work, or for any liability arising out of the Services performed by Contractor under this Agreement.
- 25.1.9 All insurance policies required under this Section 25.0 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days' prior written notice to the Court. Notice to the Court of cancellation or material change is the responsibility of the Contractor.
- 25.1.10 The cost of all insurance required by this Section 25.0 is the sole responsibility of the Contractor and is a component part of the Contractor's agreed compensation.
- 25.1.11 The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 25.1.12 Contractor shall declare to Court all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to Court approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 25.1.13 Each policy must provide, as follows: (i) the policy is primary and non-contributory with any insurance or self-insurance maintained by judicial branch entities and judicial branch personnel, and the basic coverage insurer waives any and all rights of subrogation against judicial branch entities and judicial branch personnel; (ii) the insurance applies

separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Superior Court of California, County of Monterey, the County of Monterey, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

25.1.14 Contractor shall require insurance from Subcontractors and their Sub-subcontractors with substantially the same terms and conditions as required of the Contractor under "Insurance Requirements" herein below and with limits of liability, which in the opinion of the Contractor are sufficient to protect the interests of the Contractor, State of California, the Judicial Council of California, and the Superior Court of California County of Monterey.

25.1.15 If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

## **25.2 Basic Coverage**

Contractor shall provide and maintain at Court's discretion and Contractor's expense the following insurance during the term of this Agreement:

### **25.2.1 Commercial General Liability**

The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.

### **25.2.2 Workers Compensation and Employer's Liability**

The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.

### **25.2.3 Automobile Liability**

This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all

vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.

**25.2.4 Commercial Crime Insurance**

This policy is required only if Contractor handles or has regular access to Court's funds or property of significant value to Court. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; damage to Court buildings, and property; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$2,000,000.

**25.3 Umbrella Policies**

Contractor may satisfy required coverage limits through any combination of basic coverage and umbrella insurance.

**26.0 WARRANTIES**

- 26.1** Contractor shall promptly upon notice correct any and all non-conformances, defects, errors, and/or omissions in the tasks, deliverables, goods, services, and/or other work provided or to be provided under Exhibit A (Statement of Work) pursuant to this Agreement during the term of this Agreement. Contractor shall make such correction(s) at no additional cost to Court.
- 26.2** Contractor warrants that it shall provide all goods and/or services in strict compliance with all specifications and requirements set forth in Exhibit A (Statement of Work), and elsewhere in this Agreement.
- 26.3** Contractor warrants that it shall maintain sufficient personnel and equipment inventory to perform the services in the required turn-around time as specified in Exhibit A (Statement of Work), and elsewhere in this Agreement.
- 26.4** Contractor warrants that it shall deliver all required reports, including written Status and Performance Reports, and invoices as defined and set forth in Exhibit A (Statement of Work), and elsewhere in this Agreement.
- 26.5** In the event Contractor fails timely to perform its warranty obligations set forth in this Section 26.0, then Court may perform any required correction or other work and debit Contractor therefor at Court's direct actual cost of outside labor and materials and Court's burdened labor rates (including salary, employee benefits and applicable reimbursement policies) to remedy any failure to conform to the provisions of this Agreement.
- 26.6** In the event Contractor does not agree with Court's assessment of charges, Contractor may seek to resolve any such dispute pursuant to Section 38.0 (Dispute Resolution).

**26.7** The rights and remedies provided in this Section 26.0 shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement.

#### **27.0 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.

#### **28.0 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.

#### **29.0 NO INTERFERENCE WITH OTHER CONTRACTS**

To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

#### **30.0 NO LITIGATION**

No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform its obligations under this Agreement.

#### **31.0 WARRANTY AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

#### **32.0 INDEMNIFICATION BY CONTRACTOR**

Contractor will defend (with counsel satisfactory to Court or its designee) indemnify and hold harmless Court, the County of Monterey, the State of California, other California judicial branch entities, and their officers, agents, and employees from and against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any goods, services, or deliverables. Contractor shall not make any admission of liability or other statement on behalf of an

indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without Court's prior written consent, which consent shall not be unreasonably withheld; and Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

### **33.0 CONFIDENTIALITY**

- 33.1** During the term of this Agreement and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. Court owns all rights, title and interest in the Confidential Information. Contractor will notify Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with Court to protect such Confidential Information. Upon Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to Court or, if so directed by Court, destroy all Confidential Information (in every form and medium), and (b) certify to Court in writing that Contractor has fully complied with the foregoing obligations.
- 33.2** "Confidential Information" means: (i) any information related to the business or operations of Court, including information relating to Court's personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of Court (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to Court's satisfaction that: (a) Contractor lawfully knew prior to Court's first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.
- 33.3** Contractor shall provide to Court a completed Contractor Acknowledgment and Confidentiality Agreement (Exhibit C1), and a completed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit C2), for each of its employees performing work under this Agreement. All such completed Agreements shall be delivered to

**Assigned Court Staff**  
**Superior Court of California**  
**County of Monterey**  
**240 Church Street**  
**Salinas, California 93901**  
**Phone**  
**Email**

Delivery shall be on or before the effective date of this Agreement but in no event later than the date which Contractor first has some access to Court records, materials, data, or information, or first performs work under this Agreement, whichever date is earlier.

### **34.0 COURT'S QUALITY ASSURANCE PLAN**

Court or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation shall include assessing Contractor's compliance with all contract terms and performance standards. Contractor's deficiencies which Court determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Court Executive Officer or designee. The report shall include improvement/corrective action measure(s) taken by Court and Contractor. If improvement does not occur consistent with the corrective action measure(s), Court may terminate this Agreement or impose other penalties as specified in this Agreement.

### **35.0 TERMINATION CLAUSES**

#### **35.1 Termination for Convenience**

35.1.1 Services performed under this Agreement may be terminated in whole or in part at any time by either party when, in its sole discretion, either party deems that termination is in its best interest. A party may terminate services by delivering to the other party a written Termination Notice which specifies the extent to which services are terminated and the effective termination date. The effective date terminating services shall be thirty (30) calendar days from the date the written Termination Notice is delivered to the other party.

35.1.2 After receiving a Termination Notice under this Subsection, and unless otherwise expressly directed by Court, Contractor shall take all necessary steps to stop services on that date and to the extent specified in the Termination Notice and shall complete services not so terminated.

#### **35.2 Termination for Cause**

Court may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following notice of default (or, in the opinion of Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent,



makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

**35.3 Termination Due to Non-availability of Funds**

The Court's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

**36.0 EFFECT OF EXPIRATION OR TERMINATION; SURVIVAL PROVISION**

**36.1** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

**36.2** Upon expiration or termination of this Agreement, in whole or in part, or any Statement of Work or service, unless otherwise specified by Court in writing or set forth in this Agreement:

36.2.1 Contractor shall cease to perform the services being terminated on the date and to the extent specified in such notice.

36.2.2 Court will pay to Contractor all sums due to Contractor for services properly performed through the effective date of such expiration or termination (prorated as appropriate).

36.2.3 Contractor shall return to Court all monies paid by Court, yet unearned by Contractor, including any prepaid Services Fees, if applicable.

**36.3** Contractor shall have no claim against Court, the County of Monterey, the State of California, the Judicial Council, and their respective officers, employees, and agents for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify Court and shall immediately repay all such funds to the Court. Payment by Court for services rendered after expiration/termination of this Agreement shall not constitute a waiver of Court, the County of Monterey, the State of California, the Judicial Council, and their respective officers, employees, and agents' right to

recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

### **37.0 RENEGOTIATIONS DUE TO BUDGET RESTRICTIONS/ NON-APPROPRIATION OF FUNDS**

In the event that budget reductions occur in any fiscal year covered by the Agreement that may cause Court to consider terminating the Agreement, the parties agree to attempt to renegotiate in good faith the terms of the Agreement to reduce the Maximum Contract Sum in lieu of cancellation under the termination provisions of the Agreement.

### **38.0 DISPUTE RESOLUTION**

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

#### **38.2 Escalation**

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

38.2.2 If the matter is not resolved as set forth above, the aggrieved party will submit a second Notice which will:

- (A) Provide detailed factual information;
- (B) Identify the specific provisions in the Agreement on which any demand is based;
- (C) Advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
- (D) Attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

38.2.3 Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen (15) days after receipt of a written request, unless otherwise agreed.

38.2.4 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which [California Evidence Code section 1152](#) applies.

38.2.5 Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated

with the dispute, unless otherwise directed by the Court. Contractor's failure to diligently proceed in accordance with the Court's instructions will be considered a material breach of the Agreement.

## **39.0 COURT REMEDIES**

The remedies set forth in this section are provided for Court's benefit and use only and are non-exclusive and cumulative.

### **39.1 Remedy for Failure of Performance**

Contractor shall provide to Court substitute qualified personnel at no charge within 30 days if, as determined in the sole judgment of Court's Project Director, either:

39.1.1 At any time during the period of performance of this Agreement, Contractor's personnel, for any reason, including, but not limited to, resignation, fail to perform under such Agreement; or,

39.1.2 At any time during the period performance of this Agreement, Contractor's personnel perform unsatisfactorily, and Contractor fails to cure to Court's Project Director's satisfaction within 30 days of receipt of written or oral notice from Court's Project Director of the specific nature of the problem.

### **39.2 Wavier of Remedy for Failure**

Court's Project Director may waive all or any portion of this remedy and may allow Contractor to submit an invoice for all or any part of such work performed by the substitute personnel, if Court's Project Director determines that:

- (A) The term of the Agreement was not adversely affected; and,
- (B) The quality of performance obligated under such Agreement was maintained.

### **39.3 Remedy for Failure to Furnish Approved Personnel**

If Contractor is unable to furnish its proposed and approved personnel within five (5) business days of the execution of the Agreement, or by the date, if any, of commencement of work as specified in the Agreement, or in the event Contractor defaults three (3) times under this Section 39.0 within a given Court fiscal year, then Court may terminate the Agreement pursuant to Subsection 35.2 (Termination for Cause), as to that Contractor.

## **40.0 ACCOUNTING**

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

#### **41.0 CALIFORNIA BUREAU OF STATE AUDITS PROVISION**

This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

#### **42.0 GENERAL AUDIT AND RECORDS PROVISION**

Contractor must allow Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse Court in an amount equal to the cost of such audit.

#### **43.0 PUBLICITY**

Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of Court.

#### **44.0 GOVERNING LAWS, JURISDICTION AND VENUE**

California law, without regard to its choice-of-law provisions, governs the Agreement. Jurisdiction and venue for any legal action arising from the Agreement shall exclusively reside in Salinas, California, and the parties hereby consent to the jurisdiction and venue of such courts.

#### **45.0 COMPLIANCE WITH THE LAW**

Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.

#### **46.0 TAX DELINQUENCY**

**46.1** Pursuant to [Public Contract Code section 10295.4](#) the Court shall not enter into any contract for the acquisition of goods or services with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one (1) of the 500 largest tax delinquents. Contractor certifies that they do not currently appear on and there is no reason to believe Contractor will/may be placed on the Delinquent Taxpayer lists.

**46.2** Contractor must provide Notice to the Court immediately if placed on and/or if there is reason to believe Contractor will/may be placed on the Delinquent Taxpayer list(s). Failure to provide such Notice will be determined to mean that Contractor is in breach of contract and will be responsible for all expenses associated with re-contracting, re-bidding and obligations.

**46.3** Any contract entered into in violation of [Public Contract Code section 10295.4](#) is void and unenforceable as to the Court's obligation(s) to Contractor until such time as Contractor has been removed from the Delinquent Taxpayer list(s).

#### **47.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAW**

Contractor assures that it shall abide by all applicable Federal and State of California laws and comply with Subchapter VI of the [Civil Rights Act of 1964, 42 U.S.C. 2000\(e\) through 2000\(e\)\(17\)](#), to the end that no person shall, on the grounds of race, creed, color, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

#### **48.0 NONDISCRIMINATION**

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 will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

#### **49.0 FAIR LABOR STANDARDS ACT**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless Court, its officers, employees, and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which Court may be found jointly or solely liable.

#### **50.0 NATIONAL LABOR RELATIONS BOARD**

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.

#### **51.0 DOMESTIC PARTNERS, SPOUSES, GENDER**

Contractor is in compliance with, and throughout the term of this Agreement will remain in compliance with, [Public Contract Code section 10295.3](#) which places limitations on contracts with Contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

## **52.0 DRUG-FREE WORKPLACE**

Contractor provides a drug-free workplace as required by [California Government Code sections 8355 through 8357](#).

## **53.0 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.

## **54.0 ANTI-TRUST CLAIMS**

Contractor shall assign to Court 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 Court. Such assignment shall be made and become effective at the time Court tenders final payment to Contractor. If Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) Court has not been injured thereby, or (b) Court declines to file a court action for the cause of action.

## **55.0 INTENTIONALLY OMITTED**

## **56.0 INTENTIONALLY OMITTED**

## **57.0 UNION ACTIVITIES CERTIFICATION**

No Court funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term). If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

## **58.0 DARFUR CONTRACTING ACT CERTIFICATION**

Contractor must have completed and submitted the Darfur Contracting Act Certification form with its Proposal during the solicitation process and/or prior to execution of this Agreement. The signed Darfur Contracting Act Certification form is attached as Exhibit E (Darfur Contracting Act Certification).

**59.0 INTENTIONALLY OMITTED**

**60.0 EXPATRIATE CORPORATIONS**

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 Court.

**61.0 CHILD SUPPORT COMPLIANCE ACT**

Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) 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 [Family Code section 5200](#) et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**62.0 INTENTIONALLY OMITTED**

**63.0 DISABLED VETERAN'S BUSINESS ENTERPRISE COMMITMENT (IF APPLICABLE)**

If for this Agreement Contractor made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Contractor must within sixty (60) days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to Court: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

**64.0 INTENTIONALLY OMITTED**

**65.0 SEVERABILITY**

If any part of this Agreement is held unenforceable, all other parts remain enforceable.

**66.0 CHOICE OF LAW**

California law, without regard to its choice-of-law provisions, governs this Agreement.

**67.0 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 section 1654](#).

## **68.0 WAIVER**

A waiver of enforcement of any of this Agreement's terms or conditions by Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

## **69.0 NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict Court from acquiring similar, equal or like goods and/or services from other entities or sources.

## **70.0 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

## **71.0 AMENDMENT**

Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be valid without written approval by the Court Executive Officer or designee, in the form of an Amendment, including any changes to the Statement of Work.

## **72.0 EXPANSION OF CONTRACT**

**72.1** Contractor is responsible for providing services as described in Exhibit A (Statement of Work). Court and Contractor agree that in the event Court requires additional services, Contractor shall be able to provide such services pursuant to an amendment to this Agreement, pursuant to Section 68.0 (Change of Terms and Amendments).

**72.2** Contractor shall provide the services pursuant to Exhibit A (Statement of Work) at a contract sum to be negotiated by Contractor and Court.

## **73.0 HEADINGS**

All headings are for reference purposes only and do not affect the interpretation of this Agreement.

## **74.0 COUNTERPARTS**

This Agreement may be executed in counterparts, each of which is considered an original.

**(AUTHORIZATION PAGE TO FOLLOW)**



**75.0 AUTHORIZATION PAGE**

IN WITNESS THEREOF, the Superior Court of California, County of Monterey has caused this Agreement to be subscribed by the Court Executive Officer, and (**Company/Vendor Name**) has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF MONTEREY



By: \_\_\_\_\_ Date: \_\_\_\_\_  
TERESA RISI  
Court Executive Officer

(VENDOR NAME)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(CONTRACTOR'S PRINCIPAL)  
(Title)

PAGE 1 OF 1	BIDDER NAME: <input type="text"/>
	SOLICITATION NUMBER: 2019-02-GS

### ACKNOWLEDGEMENT FORM

The undersigned hereby acknowledges the following:

- The only persons or parties interested in this bid as principals are as follows:

<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
----------------------	--

*If Bidder is a corporation, provide the name of the corporation and the name of its president, secretary, treasurer, and manager. If Bidder is a partnership, provide the name under which the partnership does business, and the names and addresses of all partners. If Bidder is an individual, provide the name of the individual. If necessary, additional pages may be attached.*

- This bid is made without collusion with any other person, firm or corporation. The prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- The entire Solicitation has been carefully examined, and this bid is made in accordance therewith.
- Bidder proposes to accept full payment for work performed/commodity provided thereunder the prices quoted in this bid.
- This bid is a firm offer and may not be withdrawn for a period of one hundred eighty (180) calendar days following the last day to accept bids.
- The information contained in the bid is true and correct to the best of my information and belief.

If a Purchase Order is issued, Bidder acknowledges that any resulting Purchase Order incorporates the terms and conditions set forth in the appendix entitled "JBCL Appendix " posted at <http://www2.courtinfo.ca.gov/termsandconditions3.pdf>. Any conflict between a provision in the appendix and any other provision, the provision contained in the appendix prevails.

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

\* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

PAGE 1 OF 1	BIDDER NAME: <input type="text"/>
	SOLICITATION NUMBER: 2019-02-GS

### BIDDER CERTIFICATIONS

Bidder certifies that:

- Conflict of Interest** – Bidder has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.
- Registered to Do Business in California and in Good Standing** – Bidder is in good standing and qualified to do business in California.
- Suspension/Debarment/Tax Delinquent** – Neither Bidder nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency or entity. Neither Bidder nor any of its proposed subcontractors are tax delinquent with the State of California. Pursuant to Public Contract Code section 10295.4, the Court shall not enter into any contract for the acquisition of goods or services with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one of the 500 largest tax delinquents. Any contract entered into in violation of Public Contract Code section is void and unenforceable.
- Conflict Minerals** – Bidder certifies either: (i) it is not a “scrutinized company” as defined in Public Contract Code section 10490(b), or (ii) the goods or services the Contractor will provide to the Court are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934.

Bidder’s signature below indicates certification of the above clauses.

NAME <input type="text"/>	
TITLE <input type="text"/>	
COMPANY NAME <input type="text"/>	
ADDRESS <input type="text"/>	
SIGNATURE* <input type="text"/>	DATE <input type="text"/>

\* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

PAGE 1 OF 3	BIDDER NAME: <input type="text"/>
	SOLICITATION NUMBER: 2019-02-GS

### QUALIFICATIONS & ORGANIZATION QUESTIONNAIRE

In order for the Court to properly qualify your company and its bid for the referenced solicitation, please provide the following information:

1. Company Name:

Address:

City, State, Zip Code:

Telephone No.  FAX No.

Email:

Federal Tax ID No.:  Calif. Business License No.

2. Check one: Corporation  Partnership  Individual  Sole Proprietorship

If your Company is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

Name State Corporation Charter No.

3. If Corporation, state:

Date of incorporation:

State in which incorporated:

4. If an out-of-state Corporation, currently authorized to do business in California, give date of such authorization:

5. Name and Title of Principal Officers:  Date Elected:

5.1 Name of Authorized Official:  Date of Initial Qualification:

[ ]  
[ ]

[ ]  
[ ]

5.2 Name of Financially Responsible Officers (if any):

[ ]  
[ ]

6. If Partnership, state:

Date of Partnership:

[ ]

Name and Address of Partners:

[ ]

PAGE 2 OF 3	BIDDER NAME: [ ]
	SOLICITATION NUMBER: 2019-02-GS

**QUALIFICATIONS & ORGANIZATION QUESTIONNAIRE**

7. If Sole Proprietorship, state:

Name and Address of Owner:

[ ]  
[ ]

8. List State, County or other Public Agencies with which your Company is qualified to perform work by some means of pre-qualification:

Agency	Trade	Expiration	Amount
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

9. Has your Company or any member been involved in any litigation, arbitration or administrative proceeding with the last ten (10) years as a result any contracts including, but not limited to liens, delays, defective performance or workmanship? If yes, provide the following information for each case. (Submit attachments as necessary.)

A. Style or caption of litigation or arbitration:

[ ]

B. All parties to such proceedings:

[ ]

C. Names, addresses, telephone numbers of Attorneys for each party:

D. Date litigation started:

E. Provide explanation of each claim by and against each party. (Attachments, as necessary.)

10. Have you or any principal of your Company ever declared bankruptcy?

YES

NO

If yes, provide dates and particulars:

Date

Reason

PAGE 3 OF 3

BIDDER NAME:

SOLICITATION NUMBER:

**QUALIFICATIONS & ORGANIZATION QUESTIONNAIRE**

11. If your Company is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

Name

County of Registration

Year became DBA

12. Is your Company wholly or majority owned by, or a subsidiary of, another company? If yes, name the parent company:

13. Please list any other names your Company has done business as within the last five (5) years:

Name

Year of Name Change

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive

statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Court's sole judgment, which shall be final.

On behalf of  (*Company Name*), I

(*Print Name of Authorized Representative*), certify that the information contained in this Qualification & Organization Questionnaire is true and correct to the best of my information and belief.

<i>NAME</i>	
<input type="text"/>	
<i>TITLE</i>	
<input type="text"/>	
<i>SIGNATURE*</i>	<i>DATE</i>
<input type="text"/>	<input type="text"/>

\* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

PAGE 1 OF 1	BIDDER NAME: <input type="text"/>
	SOLICITATION NUMBER: 2019-02-GS

### ACCEPTANCE OF TERMS AND CONDITIONS OF SAMPLE AGREEMENT

Please mark the appropriate choice:

- Bidder accepts all the terms and conditions of the Sample Agreement attached to the Solicitation.
- Bidder exceptions/modifications to the terms and conditions of the Sample Agreement attached to the Solicitation.

If you have any exceptions/modifications to the Sample Agreement, please attach the following documents to this form:

- A red -line version of the Sample Agreement with inserted comments to substantiate each proposed exception/modification; **or**
- A red-line version of the Sample Agreement and a separate document that substantiates each proposed exception/modification.

<i>NAME</i>	
<input type="text"/>	
<i>TITLE</i>	
<input type="text"/>	
<i>COMPANY NAME</i>	
<input type="text"/>	
<i>ADDRESS</i>	
<input type="text"/>	
<i>SIGNATURE*</i>	<i>DATE</i>
<input type="text"/>	<input type="text"/>

\* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.



PAGE 1 OF 1	BIDDER NAME: <input style="width: 250px; height: 15px;" type="text"/>
	SOLICITATION NUMBER: 2019-02-GS

**DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in Public Contract Code section 10476, or (ii) receive written permission from the Court to submit a bid or proposal.

To be eligible to submit a bid or proposal, please complete the company information and initial only one of the three following clauses. (Note: Paragraph #1 requires initials only; Paragraph #2 requires initials only; Paragraph #3 requires initials and a certification signature.)

DATE <input style="width: 150px; height: 15px;" type="text"/>	FEDERAL TAX ID NUMBER <input style="width: 150px; height: 15px;" type="text"/>
COMPANY NAME (PRINTED) <input style="width: 350px; height: 15px;" type="text"/>	
NAME AND TITLE OF PERSON OF AUTHORIZED PERSON INITIALING AN OPTION BELOW (PRINTED) <input style="width: 350px; height: 15px;" type="text"/>	

Initial **ONLY ONE** of the following paragraphs:

1.   
Initials

We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.
2.   
Initials

We are a “scrutinized company” as defined in Public Contract Code section 10476, but we have received written permission from the Court to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from the Court is included with our bid or proposal.
3.   
Initials & Certification

We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a “scrutinized company” as defined in Public Contract Code section 10476.

**CERTIFICATION FOR PARAGRAPH 3:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in Paragraph 3. This certification is made under the laws of the State of California.

BY (AUTHORIZED SIGNATURE)* <input style="width: 350px; height: 15px;" type="text"/>
PRINTED NAME AND TITLE OF PERSON SIGNING <input style="width: 620px; height: 15px;" type="text"/>
DATE EXECUTED <input style="width: 180px; height: 15px;" type="text"/> EXECUTED IN THE COUNTY AND STATE OF <input style="width: 180px; height: 15px;" type="text"/>

\* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

## **COURT LOCATIONS**

### **Superior Court of California, County of Monterey**

Salinas Division  
240 Church Street  
Salinas, California 93901

Salinas Division – Court Annex  
118 W. Gabilan  
Salinas, California 93901

Monterey Division  
1200 Aguajito Road  
Monterey, California 93940

Marina Division  
3180 Del Monte Boulevard  
Marina, California 93933

Juvenile Division  
1422 Natividad Road  
Salinas, California 93906

Greenfield Division  
599 El Camino Real  
Greenfield, California 93927

PAGE 1 OF 3	BIDDER NAME: County of Monterey
	SOLICITATION NUMBER:

### BIDDER DECLARATION

Complete this form only if Bidder wishes to claim the Disabled Veteran Business Enterprise (DVBE) incentive associated with this solicitation. Please review the "Bidder Declaration Instructions" prior to completing this form. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

#### SECTION I. COMPLETE IF BIDDER IS A DVBE

*If Bidder is not a DVBE, skip this section.*

1. DGS Supplier ID number: \_\_\_\_\_

2. DVBE Certification active from \_\_\_\_\_ to \_\_\_\_\_

3. Will Bidder subcontract any portion of the contract work to subcontractors? \_\_\_\_\_

If yes:

A. State the percentage of the contract work Bidder will subcontract: \_\_\_\_\_

B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract:

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

C. Explain how Bidder is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.")

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

4. The disabled veteran owners and managers of Bidder must complete and sign the DVBE Declaration (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.

5. Bidder must submit a copy of its DVBE certification approval letter along with this Bidder Declaration.

PAGE 2 OF 3

BIDDER NAME: \_\_\_\_\_

SOLICITATION NUMBER: \_\_\_\_\_

### BIDDER DECLARATION

#### SECTION II. COMPLETE IF BIDDER HAS A DVBE BUSINESS UTILIZATION PLAN

*Skip this section if (i) Bidder does not have an approved DVBE Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.*

1. Date BUP was approved by DGS: \_\_\_\_\_
2. Date through which BUP is valid: \_\_\_\_\_
3. Bidder must submit a copy of its "Notice of Approved DVBE Business Utilization Plan" issued by DGS along with this Bidder Declaration.

#### SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

Enter the total number of DVBE subcontractors (DVBE Subcontractors) that Bidder will use for this contract:

If the total number of DVBE Subcontractors Bidder will use is zero, skip this section.

Provide the following information or materials for each DVBE Subcontractor that Bidder will use for this contract. Attach additional sheets if necessary.

1. DVBE Subcontractor name: \_\_\_\_\_
2. DVBE Subcontractor contact person: \_\_\_\_\_
3. DVBE Subcontractor address: \_\_\_\_\_
4. DVBE Subcontractor phone number: \_\_\_\_\_
5. DVBE Subcontractor email: \_\_\_\_\_
6. DVBE Subcontractor's DGS Supplier ID number: \_\_\_\_\_
7. DVBE Subcontractor DVBE Certification active from \_\_\_\_\_ to \_\_\_\_\_
8. Bidder must submit a copy of the DVBE Subcontractor's DVBE certification approval letter along with this Bidder Declaration.
9. Describe the goods and/or services to be provided by the DVBE Subcontractor in connection with the contract:  
\_\_\_\_\_  
\_\_\_\_\_

	BIDDER NAME: County of Monterey
PAGE 3 OF 3	SOLICITATION NUMBER:

**BIDDER DECLARATION**

10. Explain how the DVBE Subcontractor is performing a “commercially useful function” for purposes of this contract. (Please see the instructions for the definition of “commercially useful function.”)

---



---



---

11. Enter the percentage of the total bid price for the goods and/or services to be provided by the DVBE Subcontractor: \_\_\_\_\_%

12. Provide written confirmation from the DVBE Subcontractor that it will provide the goods and/or services identified above if Bidder is awarded the contract.

13. The disabled veteran owners and managers of the DVBE Subcontractor must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.

**SECTION IV. CERTIFICATION**

I, the official named below, certify that the information provided in this form is true and correct. I am duly authorized to legally bind Bidder to this certification. This certification is made under the laws of the State of California.

COMPANY NAME	FEDERAL TAX ID NUMBER
BY (AUTHORIZED SIGNATURE)*	TELEPHONE
PRINTED NAME AND TITLE OF PERSON SIGNING	
DATE EXECUTED	Executed in the County of _____ in the State of _____

\* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

County of Monterey

## BIDDER DECLARATION INSTRUCTIONS

### General Instructions

In this form, (i) "DGS" refers to the Department of General Services; (ii) "Bidder" refers to a person or entity that submits a response to a competitive solicitation issued by the COURT, including both IFBs and RFPs; and (iii) "bid" refers to a response to a competitive solicitation issued by the COURT, including both IFBs and RFPs. Pursuant to Military and Veterans Code section 999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following: (a) is responsible for the execution of a distinct element of the work of the contract; (b) carries out the obligation by actually performing, managing, or supervising the work involved; (c) performs work that is normal for its business services and functions; (d) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (e) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a person or entity will not be considered to perform a "commercially useful function" if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must complete the Bidder Declaration. If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not complete the Bidder Declaration.

The COURT will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the Bidder Declaration. The COURT may, but is not obligated to, verify or seek clarification of any information set forth in the Bidder Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

### Instructions for Section I

*Skip this section if Bidder is not itself a DVBE.*

1. Provide Bidder's DGS Supplier ID number. This number is in Bidder's DGS Supplier Profile, accessible at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>.
2. Provide the applicable dates. These dates are listed in Bidder's DGS Supplier Profile, accessible at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>.
3. If Bidder will subcontract any portion of the contract work, answer "yes" and complete subparts A-C. If Bidder will not subcontract any portion of the contract work, answer "no" and skip subparts A-C.

**Subpart A:** This percentage is equal to the amount to be paid by Bidder to all subcontractors divided by Bidder's total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to subcontractors is \$35,000 and Bidder's total bid price is \$125,000, enter "28%" ( $35,000 \div 125,000 = 0.28$ ;  $0.28 \times 100 = 28$ ).

**Subpart B:** Provide a detailed description of the goods and/or services the Bidder itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.

**Subpart C:** Provide an explanation of how the Bidder's goods and/or services constitute a "commercially useful function" for purposes of the contract. Attach additional sheets if necessary.

4. The DVBE Declaration is separate from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of Bidder.
5. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of its DVBE certification approval letter.

PAGE 1 OF 2

BIDDER NAME: \_\_\_\_\_

SOLICITATION NUMBER: \_\_\_\_\_

### DVBE DECLARATION

#### SECTION 1. MUST BE COMPLETED BY ALL DVBEs

Disabled Veteran Business Enterprise (DVBE) name: \_\_\_\_\_

DGS Supplier ID number: \_\_\_\_\_

#### SECTION 2. MUST BE COMPLETED BY ALL DVBEs

Check only one box in Section 2 and provide original signatures of all disabled veteran (DV) owners and managers of the DVBE.

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code (MVC) section 999.2(b), of the goods and/or services provided by the DVBE in connection with the solicitation identified above.
- Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. *(attach additional pages if more than one principal)*

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

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

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

#### Disabled veteran owners and managers of the DVBE: *(attach additional pages if necessary)*

PRINTED NAME OF DV OWNER/MANAGER	DATE SIGNED
SIGNATURE OF DV OWNER/MANAGER*	TELEPHONE

PRINTED NAME OF DV OWNER/MANAGER	DATE SIGNED
SIGNATURE OF DV OWNER/MANAGER*	TELEPHONE

PRINTED NAME OF DV OWNER/MANAGER	DATE SIGNED
SIGNATURE OF DV OWNER/MANAGER*	TELEPHONE

\* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.

PAGE 2 OF 2	BIDDER NAME: County of Monterey
	SOLICITATION NUMBER:

### DVBE DECLARATION

**SECTION 3. MUST BE COMPLETED BY DVBEs THAT PROVIDE RENTAL EQUIPMENT AND ARE NOT BROKERS/AGENTS**

Skip this section if (i) the DVBE is not providing rental equipment or (ii) the DVBE indicated in Section 2 that it is a broker or agent.

Check applicable boxes below 3 and provide original signatures of all DV owners and managers of the DVBE.

- Pursuant to MVC 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with MVC 999 et seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented in connection with this solicitation. I (we), the DV owner(s) of the equipment, have submitted to DGS my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in MVC 999.2 (c) and (g).

Disabled veteran owners of the DVBE: *(attach additional pages if necessary)*

PRINTED NAME OF DV OWNER	TAX ID NUMBER OF DV OWNER
ADDRESS OF DV OWNER	TELEPHONE
SIGNATURE OF DV OWNER*	DATE SIGNED

PRINTED NAME OF DV OWNER	TAX ID NUMBER OF DV OWNER
ADDRESS OF DV OWNER	TELEPHONE
SIGNATURE OF DV OWNER*	DATE SIGNED

Disabled veteran managers of the DVBE: *(attach additional pages if necessary)*

PRINTED NAME OF DV MANAGER	DATE SIGNED
SIGNATURE OF DV MANAGER*	

PRINTED NAME OF DV MANAGER	DATE SIGNED
SIGNATURE OF DV MANAGER*	

\* Bidder represents and warrants that its signatory is an authorized agent who has actual authority to legally bind Bidder.



## DVBE DECLARATION INSTRUCTIONS

### General Instructions

In this form, (i) "DGS" refers to the Department of General Services; (ii) "Bidder" refers to a person or entity that submits a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs; and (iii) "bid" refers to a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must submit a DVBE Declaration completed by each DVBE that will provide goods and/or services in connection with its bid. If Bidder is itself a DVBE, it must complete the DVBE Declaration itself. If Bidder will use one or more DVBE subcontractors, each DVBE subcontractor must complete a DVBE Declaration.

If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not submit a DVBE Declaration. In addition, if Bidder wishes to claim the DVBE incentive using a DVBE Business Utilization Plan (BUP) on file with DGS, Bidder should not submit a DVBE Declaration. Note that a BUP cannot be used to qualify for the DVBE incentive in a non-IT services solicitation.

The JBE will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the DVBE Declaration. The JBE may, but is not obligated to, verify or seek clarification of any information set forth in the DVBE Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

### Instructions for Section 1

Provide the full legal name of the DVBE, and its DGS Supplier ID number. This number is in the DVBE's DGS Supplier Profile, accessible at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>.

### Instructions for Section 2

Check only one box. If the DVBE is not a broker or agent, check the first box. If the DVBE is a broker or agent, check the second box and provide the name, address, and phone number of the principal for which the DVBE is an agent or broker. Military and Veterans Code section 999.2(b) defines "broker" or "agent" as an individual or entity that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to [a JBE], unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

All disabled veteran owners and managers of the DVBE must sign and date Section 2. If there are insufficient signature blocks for all disabled veteran owners and managers to sign, attach additional sheets.

### Instructions for Section 3

*The DVBE must complete Section 3 only if both of the following are true (i) the DVBE will provide rental equipment in connection with the contract, and (ii) the DVBE checked the first box in Section 2, indicating that it is not a broker or agent.*

*If (i) the DVBE will not provide rental equipment in connection with the contract, or (ii) the DVBE checked the second box in Section 2, indicating that it is a broker or agent, the DVBE should not check a box in Section 3 or provide the signatures in Section 3.*

Check each box in Section 3 if the corresponding statement is true.

All disabled veteran owners of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran owners. Each disabled veteran owner of the DVBE must also provide his or her tax ID number, address, and telephone number in the signature block. If there are insufficient signature blocks for all disabled veteran owners, attach additional sheets.

All disabled veteran managers of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran managers. If there are insufficient signature blocks for all disabled veteran managers, attach additional sheets.

## Instructions for Section II

Skip this section if (i) Bidder does not have an approved Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Provide the date on which DGS approved Bidder's BUP.
2. Provide the date through which the BUP is valid.
3. Bidder must provide a copy of its "Notice of Approved DVBE Business Utilization Plan" issued by DGS. This copy must be provided along with the Bidder Declaration.

## Instructions for Section III

A DVBE Subcontractor is any certified DVBE (whether a person, firm, corporation, or organization) contracting to perform part of Bidder's contract.

Enter the total number of DVBE Subcontractors that Bidder will use for the contract. If the number is zero, skip to Section IV. Otherwise, provide complete information (items 1-13 of Section III) for **each** DVBE Subcontractor.

1. Provide the full legal name of the DVBE Subcontractor.
2. Provide the name of a contact person at the DVBE Subcontractor. The contact person must be able to verify the information provided in the Bidder Declaration regarding that DVBE Subcontractor.
3. Provide the full address of the DVBE Subcontractor.
4. Provide the DVBE Subcontractor's phone number, including area code.
5. Provide the DVBE Subcontractor's email address. If the DVBE Subcontractor does not have an email address, insert "N/A."
6. Provide the DVBE Subcontractor's DGS Supplier ID number. This number is in the DVBE Subcontractor's DGS Supplier Profile, accessible at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>.
7. Provide the applicable dates. These dates are in the DVBE Subcontractor's DGS Supplier Profile, accessible at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>.
8. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of the DVBE Subcontractor's DVBE certification approval letter.
9. Provide a detailed description of the goods and/or services the DVBE Subcontractor will provide for the contract. Attach additional sheets if necessary.
10. Provide an explanation of how the DVBE Subcontractor's goods and/or services constitute a "commercially useful function" for purposes of the contract. Attach additional sheets if necessary.
11. This percentage is equal to the amount to be paid by Bidder to the DVBE Subcontractor divided by Bidder's total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to the DVBE Subcontractor is \$6,600 and Bidder's total bid price is \$75,000, enter "8.8%" ( $6600 \div 75000 = 0.088$ ;  $0.088 \times 100 = 8.8$ ).
12. Bidder must submit a written confirmation from the DVBE Subcontractor indicating that, if Bidder is awarded the contract, the DVBE Subcontractor will provide the required goods and/or services.
13. The DVBE Declaration is a separate form from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of the DVBE Subcontractor.

## Instructions for Section IV

Provide Bidder's full legal name, tax ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Bidder representative in the box labeled "By (Authorized Signature)." Provide the name and title of the authorized Bidder representative, and the date, county and state where that person signed the certification, in the appropriate boxes.

## Question and Answers for Bid #SP-2015-0029 - Unarmed Security Services for Monterey County Superior Court

### Overall Bid Questions

There are no questions associated with this bid.