

Solicitation RFP 13-05
Uniformed Security and Weapons Screening

State of California

Bid RFP 13-05 Uniformed Security and Weapons Screening

Bid Number	RFP 13-05
Bid Title	Uniformed Security and Weapons Screening
Bid Start Date	Oct 1, 2012 11:16:04 AM PDT
Bid End Date	Oct 26, 2012 3:00:00 PM PDT
Question & Answer End Date	Oct 12, 2012 3:00:00 PM PDT
Bid Contact	Dennis Rowe 909-363-4534 drowe@sb-court.org
Pre-Bid Conference	Oct 12, 2012 9:00:00 AM PDT Attendance is optional Location: 172 W. Third St. 2nd Floor Human Resources Route 66 Conference Room San Bernardino, CA 92415-0312
Standard Disclaimer	The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk. The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

The Superior Court of California, County of San Bernardino (Court) is issuing this Invitation to Bid to provide the Court with competitive bids for unarmed security services from highly qualified independent contractors with expertise in providing unarmed security services and entrance screening. Currently, the Court has thirteen (13) Court locations throughout the County of San Bernardino that will require unarmed security guard services to perform Courthouse security and weapons screening.

EXHIBIT A: STATEMENT OF WORK

Pursuant to Section 2.0: DESCRIPTION OF SERVICES AND DELIVERABLES, Contractor shall furnish the Court with personnel at the locations and during such hours as follows:

Location	Equipment and/or Entrances		Courthouse hours
Central 351 N. Arrowhead Ave. San Bernardino, CA 92415	3 machines (two locations) plus 2 employees entrances		7:00 – 5:00
Fontana Court 17780 Arrow Highway Fontana, CA 92335	1 machine		7:30 - 5:00
Rancho Court 8303 N. Haven Avenue Rancho Cucamonga, CA 91730	3 machines plus 1 employee entrances		7:00 - 5:00
Victorville Court 14455 Civic Drive Victorville, CA 92392	2 machines (two locations) plus 1 employee entrance		7:30 - 5:00
Chino Court 13260 Central Avenue Chino, CA 91710	1 machine		7:30 - 5:00
Barstow Court 235 E. Mountain View Ave. Barstow, CA 92311	1 machine 1 employee entrance		7:30 - 5:00
Joshua Tree 6527 White Feather Rd. Joshua Tree, CA 92252	1 machine		7:30 - 5:00
Needles Court 1111 Bailey Street Needles, CA 92363	1 machine		7:30 - 4:30 – 2 nd full week of the month
Juvenile Court 900 East Gilbert Street San Bernardino, CA 92415	2 machines (two locations)		8:00 – 4:30
San Bernardino Child Support 655 W 2 nd Street, Suite 200 San Bernardino, CA 92410	1 machine		8:00 - 5:00
Big Bear Court 477 Summit Blvd. Big Bear Lake, CA 92315	1 machine		8:00 – 3:30 1st full week of month
San Bernardino Civil 303 West Third Street San Bernardino, CA 92415	1 machine		7:20 - 5:00
2nd Street and Arrowhead Ave. parking lot			7:30 - 5:00

During the RFP review process the Court may communicate a specific number of employees to serve at the above locations.

The Court reserves the right to subtract or add security at all the above locations or add additional locations. In addition, the Court will be opening a 36 courtroom Courthouse in the Spring of 2014 and the Court reserves the right to add service at that location.

End of Exhibit A

Exhibit A: Statement of Work // Page 1 of 1

ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING RFPs
(NON-IT SERVICES)

1. COMMUNICATIONS WITH COURT REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to Purchasing@sb-court.org (the "Solicitations Mailbox"). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

- A. If a Proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Proposer must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.
- B. Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox 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. If the Proposer is requesting a change, the request must set forth the recommended change and the 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.

3. ERRORS IN THE RFP

- A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the Court via email to the Solicitations Mailbox 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.
- B. 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 timeline of the RFP, Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the agreement, Proposer shall not

be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

- A. The Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by addendum and posting it to the following websites; www.bidsync.com and <http://www.sb-court.org/>. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the Court no later than the proposal due date and time listed in the timeline of the RFP. Modifications 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 timeline of the RFP.

6. 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 the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received are not really competitive; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. 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 AOC's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

- C. 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.
- D. 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.

8. EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false 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.
- C. Cost proposals will be checked only if a technical proposal is determined to be responsive. All figures entered on the cost proposal must be clearly legible.
- D. During the evaluation process, the Court may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- E. 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.
- F. During the evaluation process, the Court may perform certain checks to determine if a Proposer is deemed ineligible for contract award. For example, Proposer must be qualified to do business in California and in good standing, and must not be in violation of the Recycled Content Plastic Trash Bag Law.
- G. If a contract will be awarded, the Court will post an intent to award notice on its website, at <http://www.sb-court.org/>.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the Court and will be returned only at the Court's option and at the expense of the Proposer submitting the proposal.

10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Court and the selected Proposer. The Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Court and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

- A. 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.
- B. A Proposer submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.
- C. 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 a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the 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 agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed agreement shall be at Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement 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 agreement. If the successful Proposer refuses or fails to execute the agreement, the Court may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Dennis Rowe, Procurement Supervisor.

14. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the Court, the 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.)
- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the 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.
- C. Upon demand in writing by the Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the 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.)

ATTACHMENT 2 – GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- a. The Court - Superior Court of California, County of San Bernardino
- b. Contractor - An individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, includes joint ventures, contracting with the Court to do Contract Work.
- c. Buyer - The Court officer or employee who performs day-to-day purchasing and contracting activities.
- d. Deliverables - Goods, materials or services that Contractor shall complete and deliver to The Court specified under the terms of a contract, purchase order or other agreement.

2. INDEPENDENT CONTRACTOR

Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Court.

3. ASSIGNMENT AND SUBCONTRACTING

This Contract shall not be assignable by the Contractor in whole or in part without the prior written consent of the Court. For the purpose of this paragraph, the Court will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

Contractor may engage a subcontractor to perform any portion of the Work, but only with the prior written consent of the Court. Any subcontracting without the Court's written consent is a material breach of the Agreement. Subcontractors will be subject to the same terms and conditions applicable to the Contractor under the Agreement and shall incorporate the Agreement into any subcontracting relationship. Contractor shall be liable for all subcontractor acts or omissions, including indemnity obligations.

4. INDEMNIFICATION

Contractor agrees to indemnify, defend, and save harmless the Court, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a. The Court will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 - i. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Court operations or liability, or when involvement of the Court is otherwise mandated by law, the Court may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);

- ii. The Court will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
- iii. The Court will reasonably cooperate in the defense and in any related settlement negotiations.

5. INSURANCE

- a. **Coverage.** When performing work on property in the care, custody or control of the Court, Contractor shall maintain all applicable insurance requirements as specified below. Court may require Contractor to provide proof of other insurance if appropriate under the scope of the Contract.
 - i. **Commercial General Liability.** In addition to any other insurance required under this Agreement, Contractor shall provide and maintain at Contractor's expense Commercial General Liability coverage if this Agreement involves the hazardous activities or if required at the Court's sole discretion. The policy must cover bodily injury and property damage liability, including coverage for the products – completed operations hazard and liability assumed in a contract, personal and advertising injury liability, and contractual liability, at minimum limits of \$1 million per occurrence, combined single limit.
 - ii. **Workers Compensation and Employer's Liability.** The policy is required only if Contractor has employees. It 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 million per accident or disease;
 - iii. **Professional Liability.** This policy is required only if Contractor performs consulting or professional services under this Agreement. The policy must cover liability resulting from errors or omissions committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1 million per claim.
 - iv. **Commercial Automobile Liability.** The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit.
- b. **"Claims Made" Coverage.** If any required insurance is written on a "claims made" form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the Court's acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Services commence under this Agreement.
- c. **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.
- d. **Aggregate Limits of Liability.** 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 times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- e. **Deductibles and Self-Insured Retentions.** Contractor shall declare to the 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 the Court's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

- f. **Additional Insured Status.** Contractor shall require Contractor's commercial general liability insurer, Contractor's commercial automobile liability insurer, and, if applicable, Contractor's commercial umbrella liability insurer to name Court and Court Personnel as additional insureds with respect to liability arising out of Contractor's Services under this Agreement.
- g. **Certificates of Insurance.** Before Contractor begin performing Services, Contractor shall give the Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without 15 or more days' prior written notice to the Court. Any replacement certificates of insurance are subject to the approval of the Court, and, without prejudice to the Court, Contractor shall not perform work before the Court approves the certificates. No payments will be made to the Contractor until all required insurance certificates are on file with the Court.
- h. **Qualifying Insurers.** 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.
- i. **Required Policy Provisions.** Each policy must provide, as follows:
 - i. **Insurance Primary; Waiver of Subrogation.** The basic coverage provided is primary and non-contributory with any insurance or self-insurance maintained by Court and Court Personnel, and the basic coverage insurer waives any and all rights of subrogation against Court and Court Personnel; and
 - ii. **Separation of Insured's.** The commercial general liability policy, or, if maintained in lieu of that policy, the commercial umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability.
- j. **Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:
 - i. **Separate.** Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or
 - ii. **Joint.** Joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- k. **Consequences of Lapse.** If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

6. NOTICES

Notices under this agreement must be made in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail. Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed

undeliverable. Notices must be addressed to the other party's contract representative as designated in the agreement cover sheet. Either party may change its address for receipt of notice by giving notice at any time to the other party in the manner permitted by this paragraph.

7. EXAMINATION AND AUDIT

Contractor agrees that the Court or its designated representative shall have the right to review and copy any records and supporting Documentation pertaining to performance of this Contract. All confidential information, records, and documents obtained from the Contractor are subject to the Public Records Act (California Rules of Court 10.500). Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Court to audit records and interview staff in any subcontract related to performance of this Contract.

8. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Contractor acknowledges that funding for this Agreement is conditioned upon appropriation by the California Legislature and allocation by the Judicial Council of California of sufficient funds to support the activities described in this Agreement. By written notice to Contractor, the Court may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the Court's budget, funding or financial resources. Such termination is in addition to the Court's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation:

- a. The Court will be liable only for payment in accordance with the terms of this Agreement for Services rendered and expenses incurred prior to the effective date of termination;
- b. Contractor shall be released from any further obligation to provide the Services affected by such termination; and
- c. Termination shall not prejudice any other right or remedy available to the Court.

9. TERMINATION FOR CONVENIENCE

The Court shall have the option, in its sole discretion, to terminate this Agreement, in whole or in part, at any time during the term hereof, for convenience and without cause. The Court shall exercise this option by giving Contractor at least thirty (30) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective.

10. TERMINATION FOR CAUSE

- a. **Default.** Each of the following shall constitute an event of default ("**Event of Default**"):
 - i. Contractor fails or refuses to perform any covenant contained in this Agreement at the time and in the manner provided.
 - ii. Any representation or warranty made by Contractor is untrue when made or becomes untrue during the term of this Agreement.

- iii. Contractor is generally not paying its debts as they become due.
 - iv. Contractor voluntarily files a petition in bankruptcy or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction.
 - v. Contractor is subject to an involuntary petition in bankruptcy filed by its creditors that has not been dismissed within forty-five (45) days of its filing.
 - vi. Contractor makes an assignment for the benefit of its creditors.
 - vii. A custodian, receiver, trustee, or other officer with similar powers is appointed over any substantial part of Contractor's property.
 - viii. Contractor winds up or dissolves its business, or is liquidated.
- b. **Remedies.** On and after any Event of Default, the Court shall have the right to exercise its contractual, legal and equitable remedies, which shall include, without limitation, the right to terminate this Agreement upon written notice or to seek specific performance of all or any part of this Agreement. In addition, the Court shall have the right (but no obligation) to cure or cause to be cured on behalf of Contractor any Event of Default. Contractor shall pay to the Court on demand all costs and expenses incurred by the Court in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The Court shall have the right to offset from any amounts due to Contractor under this Agreement, or any other agreement between the Court or any California trial or appellate court and Contractor, all damages, losses, costs, fees, penalties, interest or expenses incurred by the Court as a result of such Event of Default.

11. SURVIVAL

Terms that will survive termination or expiration of this Agreement include those relating to, but are not limited to: assignment, audit rights and retention of records, confidentiality, indemnification, limitation of liability, and warranties.

12. TIME IS OF THE ESSENCE

Time is of the essence in Contractor's performance of this Agreement.

13. OWNERSHIP OF RESULTS

- a. **Ownership.** Unless otherwise provided in this Agreement, the Court is the exclusive owner of all Materials collected and produced in connection with the Work. Upon the Termination Date (subject to any mutually agreed period of continuation of Work), or upon the Court's notice at any time, and subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the Court or to another party at the Court's direction.
- b. **Copies.** Contractor may retain copies of any original documents Contractor provides to the Court.

14. LOSS LEADER

Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

15. ANTITRUST CLAIMS

Contractor shall comply with the requirements of Government Code sections set out below.

- a. The Government Code chapter on antitrust claims contains the following definitions:
 - i. “Public purchase” means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of § 16750 of the Business and Professions Code.
 - ii. “Public purchasing body” means the state or the subdivision or agency making a public purchase. See Government Code § 4550.
- b. Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under § 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, commencing with section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court pursuant to the bid. Such assignment shall be made and become effective at the time the Court tenders final payment to the Contractor. See Government Code § 4552.
- c. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code § 4553.
- d. Upon demand in writing by the Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and
 - i. The Court has not been injured thereby, or
 - ii. The Court declines to file a court action for the cause of action. See Government Code § 4554.

16. ACCOUNTING

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

17. CONFIDENTIAL INFORMATION

- a. **Confidential Information.** While performing Work under the Agreement, Contractor and its subcontractors may gain access to Confidential Information that, if disclosed to third parties, may be damaging to the Court, its personnel, court users, or other government entity. Neither Contractor nor its subcontractors acquires any right or title to the Confidential Information, and Contractor and its subcontractors agree not to disclose any Confidential Information to any third party. All Confidential Information disclosed to Contractor or its subcontractor will be held in strict confidence and used only in performance of Work under the Agreement. If the Court requests additional security measures to protect Confidential Information from disclosure, Contractor shall not unreasonably refuse or delay to adopt the same. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide notice to the Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.
- b. **Permissible Disclosures.** Contractor may disclose the Court's Confidential Information only on a "need to know" basis to Contractor's employees and subcontractors and any representatives of the Court who are working on the project and who have also executed confidentiality agreements that protect the Court's confidential information. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to comply with any applicable law, rule, regulation, or ruling, provided Contractor gives advance notice to the Court.
- c. **Publicity.** Contractor shall not make any public announcement or press release about the Agreement without the prior written approval of the Court.
- d. **Specific Performance.** Contractor understands that a default under this section will result in irreparable damage for which no adequate remedy will be available. Accordingly injunctive or other equitable relief is a remedy that the Court will be entitled to seek.

18. CONTRACT MODIFICATION

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

19. DISPUTES

- a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Assistant Court Executive Officer or authorized Court staff a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the Court, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the Court is liable. If the Contractor is not satisfied with the decision of the Assistant Court Executive Officer or Court authorized staff, the Contractor may appeal the decision to the Presiding Judge or the Court Executive Officer.
- b. Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the Court's instructions. Contractor's failure to

diligently proceed in accordance with the Court's instructions shall be considered a material breach of this Contract.

- c. Any final decision of the Court shall be expressly identified as such, shall be in writing, and shall be signed by the Assistant Court Executive Officer or authorized Court staff, or the Presiding Judge or Court Executive Officer if an appeal was made. If the Court fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The Court's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

20. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by and interpreted in accordance with California law, without regard to any conflict of law provisions that would direct the application of the laws of any other jurisdiction. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with the Agreement must be filed in San Bernardino County, California, which shall be the sole venue for any such action.

21. ORDER OF PRECEDENCE

It is the intention of both parties that all Contract Documents be read and construed as a unified whole whenever possible. However, in the event of a conflict between the terms of the Contract Documents, the following order of precedence shall govern and determine which terms prevail:

1. Standard Agreement Cover Sheet(s);
2. Exhibit B – Statement of Work;
3. Exhibit C – Payment Provisions
4. Exhibit D – General Terms and Conditions
5. Exhibit E – Contractor Certification Clauses
6. Exhibit A – Standard Business Definitions, Terms and Conditions.

Any Amendments to this Agreement, starting with the most recent, shall take precedence over existing Contract Documents. In the event of a conflict between an Amendment and the terms of any other Contract Document, the terms of the Amendment shall prevail.

All Court-issued competitive solicitation and related documents (e.g., the Court's RFP, IFP, Addendum, Questions and Answers), and cost or technical specifications contained in Contractor's bid or proposal submitted in response to the Court's competitive solicitation, may be relied upon for the purpose of clarifying, illustrating, or explaining the intention and understanding of the parties as to the performance of this Agreement.

22. AGREEMENT CONSTRUCTION

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

ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given their reasonable interpretation.

23. SEVERABILITY

The provisions of this Agreement are separate and severable. Should any court hold that any provision of this Agreement is invalid, void or unenforceable, then:

- a. The validity of other provisions of this Agreement shall not be affected or impaired thereby, and
- b. Such provision shall be enforced to the maximum extent possible so as to effect the reasonable intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

24. ENTIRE AGREEMENT

This Agreement, including all referenced documents, constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter, and is mutually binding on the parties in accordance with its terms.

25. WAIVER

If the Court waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If the Court fails to exercise or delays exercising any of its rights or remedies under this agreement, the Court retains the right to enforce that term or provision at a later time.

26. COUNTERPARTS

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

End of Attachment 2

ATTACHMENT 3
BIDDER'S ACCEPTANCE OF TERMS AND CONDITIONS

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

1. Bidder accepts Attachment 2: Court Standard Terms and Conditions (“Attachment 2”) without exception.

OR

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

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

**ATTACHMENT 4
DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 10478, if a bidder 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 PCC 10476, or (ii) receive written permission from the Court to submit a bid.

To submit a bid to the Court, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

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

OR

- 2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the Court to submit a bid pursuant to PCC 10477(b). *A copy of the written permission from the Court is included with our bid.*

OR

- 3. 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 PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

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

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

PAYEE DATA RECORD (in lieu of IRS W-9)

AOC Phoenix Shared Services Updated 11/15/2010 Form VI

(Required when receiving payments from the Judicial Council of California in lieu of IRS W-9)

SECTION 1 THRU 6 TO BE COMPLETED BY VENDOR

Section Number 1	Name Legal Name	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to court providing form. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information returns (1099). See page two for more information and Privacy Statement.	
		PAYEE'S LEGAL NAME - AS SHOWN ON FEDERAL INCOME TAX RETURN	
		BUSINESS NAME - IF DIFFERENT FROM ABOVE	E-MAIL ADDRESS
		MAILING ADDRESS	BUSINESS ADDRESS
		CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
PHONE NUMBER	FACSIMILE NUMBER		

PLEASE CHECK APPROPRIATE BOX

Section Number 2	Payee Entity Type	<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> CORPORATION - LEGAL <input type="checkbox"/> EXEMPT <input type="checkbox"/> CORPORATION - MEDICAL <input type="checkbox"/> OTHER -		
		EMPLOYER IDENTIFICATION NUMBER _ _ - _ _ _ _ _ _ _		SOCIAL SECURITY NUMBER _ - _ - _ _ _ _
Section Number 3	Complete One Box Only	OR (SSN required for ALL Sole Proprietors)		

Section Number 4	Resident Status check the appropriate box	<input type="checkbox"/> California Resident - Qualified to do business in California or maintains place of business <input type="checkbox"/> California Nonresident - Payments to non-resident for services may be subject to State Income Tax <input type="checkbox"/> No services performed in California <input type="checkbox"/> Copy of Franchise Tax Board waiver of State Withholding attached	
		Account Information for ACH Credit (Direct Deposit) Name of Financial Institution _____ <input type="checkbox"/> Checking <input type="checkbox"/> Savings 9 Digit Routing # _____ Account # _____ Re-enter 9 Digit Routing # _____ Re-enter Account # _____ <i>I (we) hereby authorize the State of California, to initiate credit entries to my (our) account at the depository financial institution indicated above and to credit the same such account. I (we) authorize the State of California to withdrawal from the designated account all amounts deposited electronically in error.</i>	

Section Number 5	Optional	I hereby certify under the penalty of perjury that the information provided on this document is true and correct. Should my information change, I will promptly notify the State agency below.		
		VENDOR REPRESENTATIVE'S NAME (Type or Print)	TITLE	E-MAIL
		VENDOR SIGNATURE	DATE	TELEPHONE

SECTION 7 TO BE COMPLETED BY COURT

Section Number 7	Vendor Category Court Contact	Please choose from the AOC Vendor category below to help us expedite payment		
		<input type="checkbox"/> ARBITRATOR <input type="checkbox"/> GENERAL (MISC) <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GRAND JURY <input type="checkbox"/> OTHER	SUBMIT COMPLETED FORM TO: TCAFS.VendorRequest@Jud.CA.Gov	
		<input type="checkbox"/> COURT APPT. COUNCIL <input type="checkbox"/> INTEREST PAYMENTS ONLY <input type="checkbox"/> COURT REPORTER <input type="checkbox"/> INTERPRETER <input type="checkbox"/> EMPLOYEE <input type="checkbox"/> MEDIATOR PAYMENT TERMS		
		COURT CONTACT NAME	PHONE NUMBER	EMAIL

FOR AOC USE ONLY

Vendor #	Assigned By:
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Requirement to Complete Payee Data Record

A completed Payee Data Record (in lieu of the IRS W-9) is required for payments and will be kept on file at the Administrative Office of the Courts. Since each state agency with which you do business must have a separate Payee Data Record on file, it is possible for a payee to receive this form from various State Agencies.

SECTION 1 THRU 6 TO BE FILLED OUT BY VENDOR

1	<p>Enter the payee's legal name. Sole proprietorships must also include the owner's full name.</p> <p>An individual must list his/her legal name as it appears on his/her Federal Income tax return. If a different name is used, that name should also be entered, beneath the legal name.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the physical location of business, if different than mailing address. The phone number, e-mail address, and facsimile number should also be provided.</p>
2	<p>Check the box that corresponds to the payee business type.</p> <p>Check only one box.</p> <p>Corporations must check the box that identifies the type of corporation.</p>
3	<p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p>Are you a California resident or non-resident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California.</p> <p>An estate is a resident if the decedent was a California resident at the time of death.</p> <p>A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a non-resident.</p> <p>Payments to all non-residents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Non-resident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>If you wish to have the money electronically transferred via an ACH credit to your bank account, please provide the information in this box.</p>
6	<p>Provide the name, title, signature, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed.</p>

SECTION 7 TO BE FILLED OUT BY COURT

7	<p>Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment. Include your name and contact information to assist with processing your request.</p> <p>Not including court contact information may delay processing the vendor request.</p>
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Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

**ATTACHMENT 6
IRAN CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid to the Court, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

- 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

- 2. We have received written permission from the Court to submit a bid pursuant to PCC 2203(c) or (d). *A copy of the written permission from the Court is included with our bid.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

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

ATTACHMENT 7 - CONTRACTOR CERTIFICATION CLAUSES

Contractor certifies that the following representations and warranties are true:

1. **AUTHORITY.** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the Court harmless from and against any loss, cost, liability, and expense (including attorney fees) arising out of any breach of this warranty. The Contractor's signatory has authority to bind Contractor to this agreement. This agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and is in good standing in the State of California.
2. **NOT AN EXPATRIATE CORPORATION.** Contractor hereby declares that it is not an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the Court.
3. **SALES AND USE TAX COLLECTION.** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise Court of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
4. **NO GRATUITIES.** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Court with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Court shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Court in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the Court provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
5. **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 the Court or any Judicial Branch Entities.
6. **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.
7. **NO LITIGATION.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending, or to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity of enforceability of this agreement, or Contractor's ability to perform this agreement.
8. **COMPLIANCE WITH LAWS GENERALLY.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.

9. **WORK ELIGIBILITY.** All personnel assigned to perform this agreement are able to work legally in the United States and possess valid proof of work eligibility.
10. **DRUG-FREE WORKPLACE.** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i. Will receive a copy of the company's drug free policy statement; and,
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
11. **UNION ACTIVITIES.** As required under Government Code sections 16645-16649, Contractor shall:
- a. Include with any request for cost reimbursement from the Court's funds a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing;
 - b. Not assist, promote, or deter union organizing by employees performing work under Court contracts;
 - c. Not use the Court's funds received under this agreement to assist, promote, or deter union organizing;
 - d. Not, for any business conducted under this agreement, use any property of the Court to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the Court property is equally available to the general public for holding meetings; and
 - e. If the Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, maintain sufficient records to show that no reimbursement from the Court's funds has been sought for these costs, and provide those records to the Attorney General upon request.

12. 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.

13. SPECIAL PROVISIONS FOR JANITORIAL SERVICES AND BUILDING MAINTENANCE AGREEMENTS

- a. If this agreement requires Contractor to perform Services at a new site, Contractor shall retain for 60 days any employees employed at each site by the contractor/subcontractor who previously provided those services.
- b. Contractor shall, upon termination of the contract, provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make necessary notifications required under Labor Code section 1060 et seq.
- c. If this is a janitorial services or building maintenance agreement, contractor shall use paper-containing products only if they contain recycled paper. Upon completion of the Services under this Agreement, Contractor shall certify in writing under penalty of perjury the minimum percentage of post-consumer and secondary materials provided or used in the performance of Services.

14. NON-DISCRIMINATION.

- a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

15. SPECIAL PROVISIONS REGARDING DOMESTIC PARTNERS, SPOUSES, AND GENDER DISCRIMINATION. If this agreement provides for total compensation of more than \$100,000, Contractor is in compliance with Public Contract Code Section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

16. SPECIAL PROVISIONS REGARDING COMPLIANCE WITH NATIONAL LABOR RELATIONS BOARD ORDERS. If this agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount of less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), no more than one, final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

17. SPECIAL PROVISIONS REGARDING COMPLIANCE WITH THE SWEATFREE CODE OF CONDUCT. If this agreement provides for furnishing equipment, materials, or supplies other than public works, or for the laundering of apparel, garments, or corresponding accessories:

- a. No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. This declaration is made under penalty of perjury.
- b. Contractor cooperates fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a) and shall provide the same rights of access to the Court.

16. SPECIAL PROVISIONS REGARDING COMPLIANCE WITH THE CHILD SUPPORT COMPLIANCE ACT. For any contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110 that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge, is complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. SPECIAL PROVISIONS REGARDING DISCHARGE VIOLATIONS. If Contractor is a private entity, Contractor warrants that it is not in violation of any order of resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violations of water discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

- 18. PRIORITY HIRING CONSIDERATIONS.** If this agreement includes services in excess of \$200,000.00, 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.
- 19. ELECTRONIC WASTE RECYCLING ACT.** If this agreement provides for the purchase or lease of electronics covered under the Electronic Waste Recycling Act of 2003, Public Resources Code Sections 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.
- 20. USE OF POSTCONSUMER MATERIAL.** If this Agreement provides for the purchase and sale of Goods specified in Public Contract Code section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), and the percentage of the Contractor's postconsumer material in these Goods cannot be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or vendor website:
- a. Contractor has delivered a declaration to the Court specifying the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code section 12200 in Goods offered or sold to the JBE, regardless of whether the Goods meet the requirements of Public Contract Code section 12209. ;
 - b. Under penalty of perjury, the declaration is true and correct and will remain so until Contractor delivers any amendment of a the current declaration to the Court, in which case the current declaration as amended will be true and correct; and
 - c. If Contractor sells under this Agreement any printer or duplication cartridges that comply with Public Contract Code section 12209, Contractor has so specified in the declaration required under this section.

Contractor shall cause its representations and warranties to remain true during the term of this agreement. Contractor shall promptly notify the Court if any representation and warranty becomes untrue.

End of Attachment 7

ATTACHMENT 8 - PAYMENT PROVISIONS**1. COMPENSATION****2. EXPENSES**

The Court is not responsible for any travel expenses, including but not limited to mileage and lodging, that the Contractor may incur in the performance of this agreement.

3. INVOICING AND PAYMENT

- a.** The Court shall have no obligations to pay for any work or product until one original and two copies of a correct, itemized invoice is received by the Court's Financial Services department at the address below:

Superior Court of California, County of San Bernardino
Financial Services, Accounts Payable
Box 15005
San Bernardino, CA 92415-5005

- b.** The Court shall endeavor to remit payment within thirty (30) days from the Court's approval of a correct, itemized invoice. Each invoice shall be printed on Contractor's standard printed bill form and shall include:

- i. The agreement and purchase order number,
- ii. Contractor's name and address,
- iii. The nature of the invoiced charge,
- iv. The total invoiced amount, and
- v. Such detail as is reasonably necessary to permit the Court to evaluate the work performed, including, if applicable, the number of hours worked and the applicable hourly rate.

Upon request from the Court, Contractor shall promptly correct any inaccuracy and resubmit the invoice.

- c.** The Court may withhold payment if the Contractor fails to perform in accordance to the terms of this agreement. In the event an invoice or other demand for payment is disputed, the Court may withhold the disputed portion of the payment. Upon Contractor's request, the Court shall provide a written explanation of the disputed portion.

End of Attachment 8

ATTACHMENT 9 - DEFINITIONS

As used in this Agreement, the following terms have the indicated meanings:

“Agreement” means this Standard Agreement as defined on the Coversheet.

“Bid” means a response to a competitive solicitation by the Court, regardless of the type of solicitation document (e.g. Request for Quote, Invitation for Bid, Request for Proposal) used.

“Compensation” means all remuneration owed to Contractor in respect of Services, including Contractor’s professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.

“Consulting Services” refers to the services performed under “Consulting Services Agreements,” which are defined in Public Contract Code section 10335.5, substantially, as contracts that:

- (1) Are of an advisory nature;
- (2) Provide a recommended course of action or personal expertise;
- (3) Have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and
- (4) Are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

"Consulting Services Agreements" do not include:

- (1) Contracts between a state agency and the federal government; or
- (2) Contracts with local agencies, as defined in Revenue and Taxation Code, section 2211, to subvne federal funds for which no matching state funds are required.

“Contractor” means the person or entity defined on the coversheet.

“Court” refers to the Superior Court of California, County of San Bernardino

“Coversheet” refers to the first sheet of this Agreement.

“Deliverables” means goods or services to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.

“Documentation” means nonproprietary manuals and other printed materials necessary or useful to the Court in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the Court hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.

“DVBE” is an acronym for “disabled veterans business enterprise”.

“Effective Date” has the meaning defined on the coversheet of this Agreement.

“Expiration Date” is the last day of the Term, unless the Initial Term is extended by exercise of an option. In that event, the Expiration Date will instead refer to the date specified as the expiration date in the notice of exercise of the option.

“Goods” means all types of tangible personal property, including but not limited to materials, supplies, and equipment.

“Initial Term” is the period commencing on the Effective Date and expiring on the Expiration Date set forth on the coversheet of this Agreement.

“Judicial Branch Entity” means any California superior or appellate court, the Judicial Council of California, the Administrative Office of Courts, and the Habeas Corpus Resource Center; these entities comprise the “Judicial Branch.”

“Judicial Branch Personnel” means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

“Loss,” as used in the indemnity provisions of this Agreement includes any actions, claims, demands, causes of action, fines, penalties, losses, liabilities, damages, costs, expenses, and attorneys’ fees.

“Option Period” means the period, if any, through which this Agreement may be extended by a party.

“Services” means the work to be performed by the Contractor as described in the Statement of Work.

“Subcontractor” means a person or business entity that has a contract (as an independent contractor and

not an employee) with Contractor to provide some portion of the Work of this agreement.

“Term” comprises the Initial Term and any Option Period.

“Termination Date” has the same meaning as “Expiration Date” unless this Agreement is validly terminated before the applicable Expiration Date, in which case Termination Date means the effective date this Agreement is validly terminated..

“Work” means any or all labor, Goods, Services, Deliverables, equipment, supplies, materials, tasks, and any other items or activities to be furnished under this agreement or are necessary for the performance thereof.

End of Attachment 6

RFP Title: *Weapons Screening & Security*

RFP Number: *13-05*



REQUEST FOR PROPOSALS

***SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO***

REGARDING:

Weapons Screening & Security RFP 13-05

PROPOSALS DUE:

***Friday October 26, 2012* NO LATER THAN *3:00* P.M. PACIFIC TIME**

RFP Title: *Weapons Screening & Security*

RFP Number: *13-05*

1.0 BACKGROUND INFORMATION

The Superior Court of California, County of San Bernardino (Court) is issuing this Invitation to Bid to provide the Court with competitive bids for unarmed security services from highly qualified independent contractors with expertise in providing unarmed security services and entrance screening.

Currently, the Court has thirteen (13) Court locations throughout the County of San Bernardino that will require unarmed security guard services to perform Courthouse security and weapons screening.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks goods meeting the following specifications:

2.1 Vendor Minimum Requirements

- A. Two (2) years of experience in providing similar security service for a State Court or Federal Buildings;
- B. Licensed through the Bureau of Consumer Affairs and in full compliance with all California law and regulations governing private security services, including but not limited to the Private Security Services Act and all relevant sections of the California Business and Professions, Penal and Government Codes;
- C. Established mandatory and continuous-in-service training programs provided to security guards; and
- D. Completion of thorough background checks on all security guards sent to the Court locations.

2.2 Scope of Services

The contract term contemplated for this requirement shall be for three (3) years. The contract will require that the security firm furnish uniformed unarmed security services with the proven ability to provide the required service as written within the RFP and particularly in the "Exhibit A Statement of Work". The security firm must be responsible for providing security coverage in a rapidly changing environment at approximately 13 Court locations throughout San Bernardino County. Court locations/services areas have been attached as Exhibit A, and incorporated herein by this reference. This list is non-inclusive, and the Court reserves the right to add new or delete locations in any or all of the service areas throughout the term of the contract.

RFP Title: *Weapons Screening & Security*RFP Number: *13-05***3.0 TIMELINE FOR THIS RFP**

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.

EVENT	DATE
RFP issued	<i>October 1, 2012</i>
Deadline for questions	<i>Friday October 12, 2012</i>
Pre-proposal Conference	<i>Wednesday October 17, 2012</i>
Questions and answers posted	<i>Friday October 19, 2012</i>
Latest date and time proposal may be submitted	<i>Friday October 26, 2012</i>
Anticipated interview dates (<i>estimate only</i>) Interviews will be conducted at the sole discretion of the Court	<i>October 29 thru November 2, 2012</i>
Evaluation of proposals (<i>estimate only</i>)	<i>November 9, 2012</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>November 19, 2012</i>
Negotiations and execution of contract (<i>estimate only</i>)	<i>December 31, 2012</i>
Contract start date (<i>estimate only</i>)	<i>February 1, 2013</i>
Contract end date (<i>estimate only</i>)	<i>January 31, 2015</i>

RFP Title: *Weapons Screening & Security*RFP Number: *13-05***4.0 RFP ATTACHMENTS**

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a bid (“Bidder”) must sign the Court Standard Form agreement indicating agreement to these terms and conditions (the “Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. Note: A material exception to a Minimum Term will render a proposal non-responsive.
Attachment 4: Darfur Contracting Act Certification	Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 5: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.
Attachment 6: Iran Contracting Act Certification	Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 7: Contractor Certification Clauses	Contractor Representation and Warranties
Attachment 8: Payment Provisions	Payment Provisions
Attachment 9: Definitions	Standard Business Definitions, Terms and Conditions

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5.0 PRE-PROPOSAL CONFERENCE

The Court will hold a pre-proposal conference on the date identified in the timeline above. The pre-proposal conference will be held on Wednesday October 17, 2012, 9:00 AM at the Court's offices at:

172 W. Third St.
2nd Floor Human Resources
Route 66 Conference Room
San Bernardino, CA 92415-0312

Attendance at the pre-proposal conference is optional. However, proposers are strongly encouraged to attend.

6.0 SUBMISSIONS OF PROPOSALS

- 6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.
- 6.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.
- a. The Proposer must submit **one (1) original and two (2) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - b. The Proposer must submit **one (1) original and two (2) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
- 6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

USPS Registered

Superior Court of California, County of San Bernardino
Financial Services - Purchasing
Box 15005
San Bernardino, CA 92415-5005

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Special Delivery (Fed-Ex, UPS or Hand Delivery)

Superior Court of California, County of San Bernardino
Financial Services – Purchasing
216 Brookside Ave.
Redlands, CA 92373-4606

- 6.4 Late proposals will not be accepted.
- 6.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

7.0 PROPOSAL CONTENTS

7.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

- a. Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.
- c. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The Court may check references listed by Proposer.
- d. Acceptance of the Terms and Conditions.
 - i. On Attachment 3, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.

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- g. Certifications, Attachments, and other requirements.
 - i. Proposer must include the following certification in its proposal:

Proposer 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.
 - ii. Proposer must complete the Darfur Contracting Act Certification (Attachment 4) and submit the completed certification with its proposal.
 - iii. If Proposer is a corporation, limited liability company, or limited partnership, proof that Proposer is in good standing and qualified to conduct business in California.
 - iv. Proposer must complete the Iran Contracting Act Certification (Attachment 6) and submit the completed certification with its proposal.

7.2 Cost Proposal. The following information must be included in the cost proposal.

- i. A detailed line item budget showing total cost of the proposed services.
- ii. A full explanation of all budget line items in a narrative entitled “Budget Justification.”
- iii. A “not to exceed” total for all work and expenses payable under the contract, if awarded.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

8.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) 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.

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9.0 EVALUATION OF PROPOSALS

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

The Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post an intent to award notice at: www.sb-court.org.

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Quality of work plan submitted</i>	<i>15</i>
<i>Experience on similar assignments</i>	<i>20</i>
<i>Cost</i>	<i>30</i>
<i>Credentials of staff to be assigned to the project</i>	<i>10</i>
<i>Acceptance of the Terms and Conditions</i>	<i>10</i>
<i>Ability to meet timing requirements to complete the project</i>	<i>15</i>

10.0 INTERVIEWS

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

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One 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 (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).

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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.

Notwithstanding the above, the California Public Contract Code requires the public inspection of certain proposals. If required to do so by the Public Contract Code, a Court may disclose all information contained in a proposal, including information marked as confidential or proprietary.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

"The Court has waived the inclusion of DVBE participation in this solicitation."

13.0 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). Failure of a 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 **3:00 PM October 26, 2012**. Protests should be sent to:

Superior Court of California
County of San Bernardino
Financial Services – Aileen Yan, Accounting Manager
Box 15005
San Bernardino, CA 92415-5005

14.0 CANCELLATION OF SOLICITATION:

The Court may cancel this solicitation at any time in accordance with the Judicial Branch Contracting Manual (JBCM) 4.4.B, which states in part *"Before a Bid Closing Date, the JBE (Judicial Branch Entity) may cancel a solicitation for any or no reason. After the Bid Closing Date, all bids may be rejected if the JBE determines that:*

- *The Bids received are not really competitive*
- *The cost is unreasonable;*
- *The cost exceeds the amount expected; or*
- *The JBE determines otherwise that awarding the contract is not in the best interest of the JBE*

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15.0 PARTICIPATION CLAUSE

The Court desires those Municipalities and other Tax Exempt Districts within the State of California or County of San Bernardino requiring Security or Weapons Screening Services may, at their option, avail themselves of the contract resulting from this proposal. Upon notice, in writing, the Vendor agrees to the extension of the terms of a resultant contract with such Governmental bodies as though they had been expressly identified in this contract, with the provision that:

- a. Such Governmental body does not have and will not have in force any other contract for like purchases
- b. Such Governmental body does not have under consideration for award any other bids or quotations for like purchases
- c. Such Governmental body shall make purchases and payment directly through the Vendor
- d. The Court will not be liable for any such purchase made between the Vendor and another Governmental body who avail themselves of this contract

Question and Answers for Bid #RFP 13-05 - Uniformed Security and Weapons Screening

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Oct 12, 2012 3:00:00 PM PDT