REQUEST FOR PROPOSAL
RFP # 09-37

UNARMED SECURITY GUARD SERVICES

JANUARY 8, 2010

San Joaquin County
Purchasing and Support Services
County Administration Building
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2931

BUYER: David Freeman, dfreeman@sjgov.org, 209-468-3259
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KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this RFP. All dates are subject to revision.

<table>
<thead>
<tr>
<th>Event No.</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Release of RFP</td>
<td>Friday, December 11, 2009</td>
</tr>
<tr>
<td>2.</td>
<td>Non-Mandatory Pre-Proposal Conference Review of RFP,</td>
<td>10:00 AM PST, Friday, December 18, 2009</td>
</tr>
<tr>
<td>3.</td>
<td>Last day for Proposers to submit questions</td>
<td>Wednesday, December 30, 2009</td>
</tr>
<tr>
<td>4.</td>
<td>Last day for County to answer questions</td>
<td>Tuesday, January 5, 2010</td>
</tr>
<tr>
<td>5.</td>
<td>Proposal is due no later than:</td>
<td>2:00 PM, PST, Friday, January 8, 2010</td>
</tr>
<tr>
<td>6.</td>
<td>Award</td>
<td>TBD</td>
</tr>
</tbody>
</table>
SECTION 1

GENERAL PROPOSAL REQUIREMENTS

1. PRE-PROPOSAL CONFERENCE:

There will be a NON-MANDATORY Pre-Proposal Conference scheduled for Friday, December 18, 2009, 10:00 AM PST. Purchasing Department, San Joaquin County Administration Building, 44 N. San Joaquin Street, Suite 540 Stockton, CA 95202.

2. SPECIFICATION CHANGES:

The County may, during the proposal period, advise the Proposer in writing of additions, omissions, or alterations in the specifications. Changes shall be included in the RFP and become part of the specifications as if originally submitted.

3. AMENDMENTS:

No one is authorized to amend this proposal in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions of this RFP. If necessary, supplementary information in addendum form will be prepared and posted on the “Purchasing Open Bids” website. It is the Proposer’s responsibility to obtain, sign and submit all addendum(s) for the RFP at:

http://www.sjgov.org/supportserv/Control/PurchasingBids.asp

Failure of Proposer to not submit signed addendum(s) with their proposal shall be cause for rejection.

Any exceptions taken to this RFP shall be clearly stated in writing.

4. RFP WITHDRAWAL:

Any Proposer may withdraw their proposal, either personally or by written request, at any time prior to the date and time due.

5. RIGHT TO REJECT PROPOSALS:

San Joaquin County reserves the right to reject any and all proposals, or any part of a proposal; to waive minor defects or technicalities; or to solicit new proposals on the same project or modified project, which may include portions of the original RFP document, as the County may deem necessary and in its best interest. False, incomplete or unresponsive statements in connection with a submitted proposal may be sufficient cause for rejection. The County will be the sole judge in making such determinations.
6. **EXAMINE SPECIFICATIONS:**

Proposer shall thoroughly examine and be familiar with the specifications. Failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or become acquainted with existing conditions, shall in no way relieve Proposer from any obligations with respect to Proposer’s offer or to the contract. Submission of a proposal shall be taken as prima facie evidence of compliance with this section.

Should a Proposer find discrepancies in or omissions from proposal documents or other contract document, or should be in doubt as to their meaning, he/she shall at once notify David Freeman, who is the County’s representative. The San Joaquin County Purchasing Department will send written instructions to all Proposers. Neither the County nor its representative will be responsible for any oral instructions. No interpretations will be issued later than five (5) calendar (working) days before the proposal date so that all inquiries can be answered in writing and distributed to all Proposers in the form of addendum to the contract in ample time before the proposal opening date.

7. **SITE INSPECTION:**

Proposers shall have examined the work sites, and shall be responsible for having acquired full knowledge of the job and of all issues affecting it. No variations or allowances from the contract sum will be made because of lack of such examination.

8. **ALL RFP DOCUMENTS PART OF FINAL CONTRACT:**

Any RFP documents, letters and materials submitted by the Proposer shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to proposals may cause its rejection.

9. **EXCEPTIONS:**

Any exceptions to this RFP must be stated in your proposal. It is otherwise assumed that the wording within this document is acceptable and agreed to by the Proposer.

10. **RESULTING CONTRACT:**

Through the RFP process, the County reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

The performance of the contract resulting from this proposal shall be governed, construed and interpreted according to the laws of the State of California.

The term of the contract shall be for five years beginning on a date to be determined.

Terms and Conditions of a resulting contract shall be those of Exhibit A "Sample Contract". Any contentions **must** be submitted with your RFP.
11. **NOTICE:**

Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either serviced personally or sent by pre-paid first-class mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to County of San Joaquin, Purchasing

12. **NON-EXCLUSIVE AGREEMENT:**

This RFP does not establish an exclusive arrangement between the County and the Proposer. The County reserves, among others, the following rights:

- The right to use others to perform work and services described in the RFP.
- The right to request proposals from other Contractors for work described in this RFP without requesting a proposal from the Contractor.
- The unrestricted right to bid any work or services described herein.
SECTION 2
QUALIFICATIONS, SPECIFICATIONS AND RFP REQUIREMENTS

2.1 DESCRIPTION OF SERVICES:
Contractor shall furnish all necessary labor, supervision, uniforms, and equipment in accordance with the provisions, terms and conditions set forth in this RFP. A minimum of five years of Security Guard Services is required. Proposers are to provide a summary of their firms experience as well as the experience of the upper management and supervisory staff that will be providing services under a contract with the County.

2.2 LICENSE AND PERMITS:
Contractor and assigned personnel shall possess all licenses and permits required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services. Furthermore Contractor shall possess a business license, and a private Patrol Permit from the City of Stockton. A copy of the following shall be submitted with Contractor's proposal:

- Private Patrol Operator's License/State of California
- Private Patrol Permit/City of Stockton

2.3 24-HOUR COMMUNICATIONS CAPABILITY:
Contractor shall maintain a 24-hour communications center. Contractor shall be responsible for the proper operation and security of its pages, radios, cellular phones and chargers.

2.4 UNIFORMS AND EQUIPMENT:
Contractor shall provide uniforms to employees who are assigned to work on the contract at no additional expense to those employees or the County. Uniforms shall include winter jackets and rain gear. Uniforms shall bear a patch identifying the Contractor. Uniforms are subject to the County/department's approval. **Pictures of Contractor uniforms are to accompany Contractors RFP response.**

Contractor shall be able to provide communication equipment, i.e., pagers, 2-way radios and/or cellular phones, to employees who are assigned to work on the contract at no additional expense to those employees. Such equipment shall permit employees to communicate with the 24-hour communications center at all times. Each County department will determine its requirement for communication equipment. **Contractors are required to submit a detailed listing of equipment available to employees.**

Security guards must wear nametags or identification cards with picture. Contractor shall provide the nametags or identification cards at its expense. Contractor shall ensure that nametags or identification cards are properly worn and displayed. **A sample nametag is to be provided with Contractors proposal Response.**
2.5 **BACKGROUND CHECK:**

Contractor shall certify that all personnel have successfully passed a criminal background check prior to assignment to the County. All security guards shall pass a fingerprint check conducted by California Department of Justice (DOJ) as a minimum. The County reserves the right to review the personal background and conduct further security clearances on the Contractor's assigned personnel. In such cases, the Contractor shall cooperate with the County of San Joaquin authorities and furnish the name of persons who may be assigned for completing a more thorough detailed check. The following information shall be provided with each name provided to the County:

- date of birth,
- Social Security number,
- California driver's license number,
- current address,
- all background information required by County

Any person or persons not acceptable to the County shall be prohibited from working under this contract.

2.6 **DRUG SCREENING:**

Prior to assignment at any County site, all prospective guards must pass a drug test administered at the Contractor's expense. At the minimum, the screen shall include testing of urine samples for marijuana, amphetamines, methamphetamines, cocaine and opiates.

2.7 **ACCOUNT MANAGER:**

Contractor must agree to assign an experienced account manager who shall be responsible for assuring that all requirements described herein are fulfilled. This person must be a proven manager, who will be able to interact effectively with County management and line personnel. Furthermore, higher-level managers shall support the account manager. The account manager shall have access to company resources, such as electronic databases and other automated systems necessary to uphold the contract. For example, if a County department requests development of a comprehensive time and action plan for a given project, the account manager should be able to generate such a plan drawing from company resources. Account Manager's time is not billable to the County.

2.8 **SUPERVISION:**

Supervision of assigned personnel shall be provided on a daily basis, 24 hours per day, 7 days a week. Supervisors shall be available to the County facility site supervisors. Supervisors shall conduct on-site inspections of assigned personnel by at least twice per week.

Supervisors shall have prior security experience, know and understand the operational aspect of the security business, be an appropriate role model, and have an ability to teach, guide and direct effectively. Supervisors shall employ measurable performance criteria in their evaluation of employees. It is desirable to have supervisors emerge
from within the ranks of those assigned to the contract. This achieves continuity and assures that experienced security guards are at the forefront of protecting County employees, clients and assets.

2.9 **GUARD EDUCATION AND EXPERIENCE:**

Assigned personnel shall possess, at a minimum, either a high school diploma or a General Equivalency Diploma (G.E.D.).

Assigned personnel should have prior experience in similar security work, be persons of mature judgment and be able to think and act quickly in an emergency. They must also possess, at the time of assignment, a current permanent Guard Registration card, issued by the California Department of Consumer Affairs, Bureau of Security and Investigative Services, which allows them to be employed by a licensed agency for a two-year period. No employer or employee is exempt from this requirement. This means that the employee is registered with the State of California and has been successfully investigated by the California Department of Justice, Bureau of Criminal Identification and Information.

2.10 **ENGLISH LANGUAGE REQUIREMENT:**

All assigned personnel shall be able to read, speak, understand and write the English language. Specifically, assigned personnel shall be able to report emergencies to 911 and each County department's designated emergency responder and write clear and legible Incident Reports. Assigned personnel must be able to read and understand all posted warning and danger signs of potential hazards and safety instructions.

2.11 **PHYSICAL QUALIFICATIONS:**

Medical examination of guards to assure their physical fitness shall be conducted at the Contractor's expense, prior to initial request for clearance and annually thereafter or more frequently as determined by the Contractor's examining physician.

2.12 **MENTAL QUALIFICATIONS:**

Guards must be mentally alert and capable of exercising good judgment, implementing instructions and assimilating necessary specialized training. Emotional and mental stability are essential since duties normally require contact with the public and quick action under emergency situations.

2.13 **TRAINING:**

Contractor shall provide the following training at no additional expense to the County.

- Training of newly assigned guards:

  Contractor will be expected to provide up to eight (8) hours of training to newly assigned guards at each post. In conjunction with the facility site supervisor, newly assigned guards shall be taught specific post duties, including emergency procedures and the operation of the building security alarm system.
• Training of substitute guards:

Substitute guards shall be taught the post duties of their particular assignments.

• Refresher training:

Refresher training shall be provided upon request of the County. Refresher training shall be designed to ensure that all security guards are proficient at their post duties. The refresher training shall address any issue brought to the Contractor's attention by the County facility site supervisor, who is requesting the refresher training.

• Health and safety orders:

Contractor shall provide safety training as required by the California Department of Industrial Relations and Cal-OSHA (California-Occupational Safety and Health Administration).

Proposer's response to this RFP must include an outline of Proposer's complete training program.

2.14 REGISTERED PERSONNEL:

Contractor shall keep records that ensure all assigned guards have received their training, registrations and permits as required by State and local authorities. Additionally, Contractor shall ensure that all guards timely renew their training, registrations and permits as required by State and local authorities. The County may inspect such documentation at any time upon request.

2.15 POST ORDERS (DUTIES) AND OPERATING PROCEDURES:

Prior to staffing an account, Contractor shall provide the following at no additional expense to the County:

• Meet with the facility site supervisor and review current security guard post orders (duties) and operating procedures;

• Amend current post orders and operating procedures, as necessary, to the mutual agreement of both parties, in writing;

• Hold an orientation/training meeting with assigned personnel, at which time they shall be given a written copy; and;

• Provide a written copy to the facility site supervisor and purchasing agent.

Contractor shall establish a specific set of post orders and operating procedures for each County facility assigned. These post orders and operating procedures shall be completed within ten (10) days following the contract start date. Contractor shall not
seek additional monies from County for establishing the post orders and operating procedures.

*Note: If a County facility utilizes on-site Sheriffs officers, the established post orders and operating procedures are subject to the approval of the Sheriffs Department.*

### 2.16 REVIEW OF POST ORDERS, PROCEDURES & PERFORMANCE:

Contractor shall review the security guard post orders, operating procedures, and performance of security guards with each facility site supervisor on a quarterly basis (sooner if required by the facility site supervisor). Post orders and operating procedures shall be updated as necessary to ensure an optimum level of service and documentation of post orders and procedures. Any revisions shall also be clearly conveyed to assigned personnel, and they shall each receive a revised written copy. The facility site supervisor shall also receive a revised written copy.

### 2.17 APPEARANCE AND GROOMING:

Assigned personnel shall arrive at work well groomed, in a professional manner, and in the appropriate uniform of the company - complete with badge, company designation patch, nametag, and required communications equipment. Uniforms shall be in respectable condition, fitted properly, cleaned, pressed, and present a professional appearance. Assigned personnel shall not "accessorize" their uniforms. Assigned personnel shall wear their shirts tucked inside their slacks. Assigned personnel shall not lean against walls, stand with their hands in their pockets, or adopt an unprofessional conduct or posture.

Note: The facility site supervisor may dismiss any security guard reporting to duty not properly dressed and equipped for the duration of the shift. Contractor shall immediately replace the dismissed security guard with another guard who is properly dressed and equipped. In such event, Contractor shall provide a "Service Credit" to County for the subject shift. ("Refer to provision 2.35 below about "Service Credit.")

### 2.18 RESPONDING AND REPORTING:

Assigned personnel shall respond to emergencies of every variety requiring immediate action or assistance. Assigned personnel shall call for assistance (911) when necessary. Assigned personnel shall report all emergencies to the designated emergency responder(s) as instructed by County departments.

### 2.19 INCIDENT REPORTS:

Contractor shall furnish a written report for each incident of injury, security or law violation. Contractor shall furnish a written report within one day of the incident to the facility site supervisor where the incident occurred.

### 2.20 GUARD DUTIES:

Typical duties of the security guards at County facilities include, but are not limited to, the following:
• Monitoring admittance of personnel and authorized visitors to County facilities.
• Making rounds of inspection to determine that fences, gates, doors and windows are properly closed and/or locked or otherwise properly secured.
• Turning lights ON and OFF
• Turning alarm systems ON and OFF
• Investigating unusual or suspicious conditions
• Preventing trespass on, damage to, or theft of County property.
• Inspecting parking areas
• Enforcing security regulations
• Interacting in a professional manner with the public
• Assist Clients with directions
• Be a visible presence in the reception area.
• Operating telephones and transmitter/receiver radios, cameras, and automated security system equipment.
• Responding to emergencies and/or alarms
• Escorting County personnel to or from their automobiles at darkness - early morning, evening or night
• Screening and documenting County property leaving or entering County premises as directed by facility site supervisor
• Notifying appropriate County personnel and local authorities when emergencies occur
• Reporting any dishonest or criminal act committed on County premises by County personnel or other persons
• Enforcing "No Smoking" ordinance
• Observing employees arriving or leaving the facility at darkness - early morning, evening, or night
• Traffic-control duties may be included at some assignments
• Respond to requests by facility site supervisor.
• Maintain a visitors log & distribute visitor passes
• Report any unsafe or dangerous conditions or circumstance to the Facility Manager

2.21 **COOPERATION WITH LAW ENFORCEMENT OFFICERS:**

Contractor and assigned personnel shall cooperate with law enforcement officers from the City of Stockton and the County of San Joaquin. For example, assigned personnel may assist with crowd control, if appropriate, in event of an incident at a County facility.

2.22 **DAILY FIELD ACTIVITY REPORT:**

One security guard on each shift at each County facility shall maintain a daily field activity report, summarizing the significant events that occurred during that shift. A copy of such report shall be delivered to the facility site supervisor daily.

2.23 **ADDITIONAL PERSONNEL:**

Contractor shall provide additional personnel upon twenty-four (24) hours advance notice at the contracted rate. Contractor shall assure the County that Contractor will maintain a reasonable number of trained backup personnel ready to assume assignment at County locations upon request by the County.
2.24 **SCHEDULE CHANGES:**

County reserves the right to make schedule changes upon forty-eight (48-hour) advance notice to Contractor. Schedule changes shall not affect the billing rate agreed upon.

2.25 **DOUBLEhiftS:**

Contracted security guards shall not work more than twelve (12) hours in any twenty-four (24-hour) period. Similarly, security guards with more than one job shall not accumulate more than twelve (12) working hours in any twenty-four (24) hour period.

2.26 **OVERTIME:**

The County will pay for only that overtime it authorizes. County will pay Contractor a rate of one and one-half times the normal billing rate for each person assigned to work overtime. Requests for special events or times of the year that require in excess of forty (40) hours per week of additional service shall be billed at the normal base rate, provided County gives ten (10) days advance notice.

2.27 **RECOGNIZED HOLIDAYS:**

Most County offices are closed and generally do not require security guard services on the following holidays:

- New Year's Day
- Martin Luther King Jr's Birthday
- Lincoln’s Birthday
- Washington’s Birthday
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day.

2.28 **OVER-FILLS:**

Over-fills occur when Contractor supplies too many guards, guards for longer periods than required, or guards of a higher level of pay than agreed upon between the Contractor and the County for a particular site. County will pay for only those services requested and agreed to.

2.29 **SHORT-FILLS:**

Short-fills occur when Contractor supplies unqualified personnel for the site assigned. The County reserves the right to refuse Contractor's personnel not in compliance with the contract. Overtime will not be paid to Contractor to compensate for shortage of personnel.
2.30 **SHORTFALLS:**

Shortfalls occur when the required security services are not supplied at any post or work site. The County will pay for only the actual time worked. If a security guard arrives late for work or leaves early for any reason, those hours will not be paid. The absence of a security guard at a post or work site without replacement constitutes a shortfall for a portion of a shift and a proportional reimbursement shall be given on the invoice.

*Note: The County may request a "service credit" for any shortfall (See "Service Credit" provision below.*)

2.31 **DOUBLE BANKING:**

Whenever it becomes necessary to assign or reassign an individual to a post for the first time, Contractor shall arrange, at its own expense, to have the new individual "double bank" with an experienced employee prior to having the inexperienced individual take over any post on his or her own. Contractor shall bear the associated expense for this double banking.

2.32 **EXCESSIVE TURNOVER:**

Excessive turnover of guards will not be tolerated and may be cause for termination of the contract. Turnover of assigned personnel at any County department shall not exceed one hundred percent (100%) in 30 to 90 days. Contractor shall provide a list of all personnel assigned at the start of the contract, and shall provide semi-annually, an updated list specifically identifying the personnel that have been added and personnel that have been removed from each County site.

2.33 **USE OF COUNTY EQUIPMENT:**

At no time shall assigned personnel use County telephones or other equipment for non-County or personal business without prior approval by the facility site supervisor. Unauthorized use of any County equipment may be cause to terminate the guard from County assignment.

2.34 **PERFORMANCE:**

Poor performance will not be tolerated. The County reserves the right to refuse or reject any person assigned under the contract either with or without cause. If a person is removed from a County facility at the request of the County, that person is not to be re-assigned to another County facility without first advising that facility site supervisor of the person's previous assignment and the reasons for his/her removal.

2.35 **SERVICE CREDIT:**

Contractor guarantees that security guards assigned to County sites will report on time, fit for duty, in proper uniform, and properly instructed, oriented, and supervised. Contractor guarantees that service requirements will be identified and will receive proper response. Contractor will communicate regularly (at least once a month) with
each facility site supervisor. If at any time Contractor fails to provide any service as agreed, Contractor shall issue a "service credit" to the County. A "service credit" for each incident of failure shall be a minimum of one (1) complete security guard work shift or eight (8) times the hourly rate charged by the Contractor. Such credit shall be issued in the form of a credit memo to the facility site supervisor, which will be redeemed at the County's discretion. Service Credit is to be paid in addition to any deduction for hours not worked.

2.36 DEFAULT BY CONTRACTOR:

Contractor may be considered in default of the contract under any one or more of the following circumstances and County may demand a Service Credit for each violation of the Agreement as well as forming a basis for breach and damages.

- Use of a security guard or security guards who do not possess a valid guard registration card issued by the State of California.
- Failure of Contractor to provide service within the time frame agreed upon after notification to do so (pertains to staffing new County accounts).
- Failure of Contractor to correct deficiencies in service or failure of Contractor to provide adequate administrative and supervisory functions.
- Failure of Contractor to provide an adequate number of personnel more than three times within thirty days at any County facility.
- Submission of inaccurate or falsified invoices, clock tapes, incident reports or time sheets by Contractor.
- Involvement in a fraudulent or illegal act against the County by an employee of the Contractor, whether or not he or she is considered "on duty" by the Contractor.
- Failure of Contractor to maintain the required insurance policies in full force and effect.
- Failure of Contractor to remove a particular employee from performing on the contract, at the County's request.
- Failure of Contractor to fulfill any other obligation contained in the contract award.
- Failure of Contractor to maintain licenses and permits as required any by governmental agency.
- Failure of County to terminate the contract for any of the reasons stated above, or to insist upon strict performance of any of terms of the contract, shall not constitute a waiver of any part of the contract. The contract shall be and remain in full force and effect until County calls a formal default and demands remedy.

Remedies in Case of Default:

- Should County determine a contractor to be in default of the contract, the determination shall be final. In such event, County may proceed, but is not limited to, with the following:
  - Instruct Contractor to immediately correct the deficiency causing the default.
  - Demand a Service Guarantee Credit
  - Terminate the contract
2.37 **LOCATIONS CURRENTLY SERVICED:**

Currently the following locations within the County are now being serviced.

- Stockton Metropolitan Airport
- Behavioral Health – several locations
- Child Support Services
- Equal Employment Development Department/Cal-Works
- Environmental Health
- Human Services Agency
- Probation

### COUNTY WIDE SECURITY SERVICES

#### CURRENT LOCATIONS AND HOURS

<table>
<thead>
<tr>
<th>Department</th>
<th>Address</th>
<th>Hrs/Wk</th>
<th>Time</th>
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<tbody>
<tr>
<td>Airport</td>
<td>Stockton, CA</td>
<td>80</td>
<td>8:00PM to 6:00AM</td>
<td>Daily</td>
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<tr>
<td>Behavioral (Mental) Health</td>
<td>Various Locations</td>
<td>672</td>
<td>Overlapping Shifts</td>
<td>24/7</td>
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<tr>
<td>Child Support Services</td>
<td>826 N. California St. Stockton, CA</td>
<td>125</td>
<td>7:45AM to 5:30PM</td>
<td>M-F</td>
</tr>
<tr>
<td>EEDD/Cal-Works</td>
<td>901 E. Oak Street Stockton, CA</td>
<td>210</td>
<td>6:30AM to 7:00PM</td>
<td>M-W-Th</td>
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<td></td>
<td>6:30AM to 7:30PM</td>
<td>Tu-F</td>
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<td></td>
<td></td>
<td></td>
<td>8:30AM to 2:30PM</td>
<td>1st Sat/Mo</td>
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<tr>
<td>Environmental Health</td>
<td>600 E. Main Street Stockton, CA</td>
<td>1</td>
<td>After-Hours Alarm Response Only</td>
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<tr>
<td>Human Services</td>
<td>333 E. Washington St. Stockton, CA</td>
<td>333</td>
<td>24/7</td>
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<tr>
<td>Probation</td>
<td>575 W. Mathews Road French Camp, CA</td>
<td>39</td>
<td>4.5 hours 8.5 hours</td>
<td>M-F S-S</td>
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## SECTION 3

### COST PROPOSAL

#### 3.0 COST PROPOSAL:

Proposers are to provide rates in the format below. Furthermore Proposers are to submit, with their cost proposal, a summary of benefits offered to their employees.

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<th>Patrol Rate (including vehicle)</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Rate</td>
<td>$________/hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate</td>
<td>$________/hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overtime Rate</td>
<td>$________/hr</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Alarm Response</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Response Rate</td>
<td>$________/hr</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### COMMUNICATION EQUIPMENT

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2-Way Radio Rate</td>
<td>$________/hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cellular Phone Rate</td>
<td>$________/hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pager Rate</td>
<td>$________/hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nextel (cell/radio)</td>
<td>$________/hr</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION 4

RFP RESPONSE CONTENT

4.0 RESPONSE:

Proposers are to respond to all information requested in this RFP. Brochures and advertisements will not be accepted as a substitute for these requirements. A qualified proposal must address all items.

4.1 CONTENT:

Proposals shall be organized and submitted in the format prescribed below. When replying to a particular paragraph or question, ensure that your response references the section and paragraph that asks that question. Proposers are required to submit four (4) copies and one (1) original of their proposal. The original must be labeled “Original”. Original and copies must be in separate three ring binders.

Proposals submitted must contain the following information to be considered:

a. A brief cover letter.
b. Identification Sheet
c. Licensing Form
d. W-9 Form
e. References Form
f. Cost Proposal
g. Public Contract Code Section and Non-Collusion Affidavit
h. Proposal Authorization Signature Page
i. RFP Content Requirements (read carefully)
j. Brochures, Pamphlets
k. One (1) copy of proposal clearly marked “original” and three (4) copies clearly marked “COPY”
GRADING CRITERIA

Following the deadline for receipt of proposals, all proposals submitted will be analyzed and reviewed by a review panel consisting of representative(s) of the various departments requesting service and Purchasing Department. The County reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

Proposals will be evaluated for cost and compliance with all requirements set forth in this RFP, including timely submission and provision of all documents requested; and for the following minimum requirements:

Phase I

Proposals will be examined as to whether or not proposers responded in accordance with the following requirements:

a. Proper completion and submittal of required proposal documents.
c. Possesses a valid Private Patrol Permit from the City of Stockton Police Department.
d. Five (5) years of experience
e. 24-hour Communications Center
f. Provided an outline of Proposer’s training program

Proposers who do not respond in accordance with any of the above requirements will be immediately disqualified. This is a non-exclusive agreement. The County reserves the right to enter into multiple agreements from this RFP.
Phase II

Proposals that were not disqualified in Phase I will be evaluated and scored using the table below:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>QUALIFICATIONS (50 POINTS)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Experience</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td><strong>REFERENCES (45 POINTS)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality of services</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Promptness of services</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Reliability / Dependability</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>CAPACITY / CAPABILITIES (25 POINTS)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff experience</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Uniforms</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>EMPLOYMENT PRACTICES (10 POINTS)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee benefits</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>PRICE (25 POINTS)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposal Rates and Rate Structure</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td><strong>PROPOSAL RESPONSIVENESS (15 POINTS)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adherence to the RFP provisions,</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>specifications, terms and conditions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completeness of answers</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SCORE PHASE II (170 POINTS)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SUBMITTAL OF PROPOSALS

Sealed Proposals will be received at the Office of the Purchasing Agent at 44 N. San Joaquin Street, Suite 540, Stockton, CA, 95202-2931, until 2:00 PM, PST, Friday, January 8, 2010.

ALL PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:

Request for Proposal 09-37
Purchasing Agent
County of San Joaquin
County Administration Building
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2931

The Proposal envelope shall have stated thereon the name and address of the submitting Contractor.

PROPOSALS WILL NOT BE ACCEPTED AFTER 2:00 PM, PST Friday January 8, 2010. ALL PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL BE TIME-STAMPED AND RETURNED UNOPENED TO THE SUBMITTER.

THE COUNTY WILL NOT ACCEPT PROPOSAL RESPONSES SUBMITTED BY FAX OR EMAIL.
IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Type or print the following information:

Company:__________________________________________________________

Address:_________________________________________________________________________

(City)_________________ (State)___________ (Zip)_____________________

Name: ________________________________________________________________

Title: _______________________________ E-mail: ____________________________

Telephone: (____)______________ Fax: (____)___________________________

Years in business:_____________________________________________________

Number of employees: _________________________________________________

Name of Insurance carriers: _____________________________________________

Public Liability:____________________________________________ Expires:_________

Workers’ Compensation:_____________________ Expires:___________
LICENSING

By submission of a proposal, Proposer attests to having possession of a duly issued valid business license issued by the State of California. Such license authorizes a proposer to contract to perform type of work required by the specifications. Should the Proposer fail to provide below, the number and classification of Proposer’s State of California License, Private Patrol Permit from the City of Stockton, the County may reject this proposal.

CONTRACTOR: ________________________________________________

BY: ___________________________________________________________

TITLE: _________________________________________________________

MAILING ADDRESS: _____________________________________________

__________________________________________
(City) (State) (Zip)

TELEPHONE NUMBER: ________________________________

STATE OF CALIFORNIA LICENSE NO.: _____________________________
(Private Patrol Operators License)

Private Patrol Permit (City of Stockton): ____________________________

__________________________________________
Contractor’s Signature Date
REFERENCES

SIMILAR CONTRACTS/RFPS PERFORMED: List below contracts under which the Proposer has provided similar services during the past three (3) years.

Proposer’s financial stability, technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

FIRM NAME: ________________________________________________________________
ADDRESS: __________________________________________________________________
PHONE NUMBER: ____________________________________________________________
CONTACT PERSON: ____________________________________________________________
DATE OF CONTRACT: __________________________through _________________________

FIRM NAME: ________________________________________________________________
ADDRESS: __________________________________________________________________
PHONE NUMBER: ____________________________________________________________
CONTACT PERSON: ____________________________________________________________
DATE OF CONTRACT: __________________________through _________________________

FIRM NAME: ________________________________________________________________
ADDRESS: __________________________________________________________________
PHONE NUMBER: ____________________________________________________________
CONTACT PERSON: ____________________________________________________________
DATE OF CONTRACT: __________________________through _________________________
NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

NOTE: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposer’s Signature ____________________________ Date ______________________
PROPOSAL AUTHORIZATION

SIGNATURE PAGE

The undersigned, having carefully read and examined this RFP, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

This Signature/Authorization page must be in Section 1 of your Proposal.

___________________________________    __________________
Signature of Authorized Agent     Date

_________________________________
Printed Name of Authorized Agent
INDEPENDENT CONTRACTOR AGREEMENT

SAN JOAQUIN COUNTY

CONTRACT ID#

Contract Amount $

PARTIES: COUNTY: County of San Joaquin Purchasing & Support Services 44 N. San Joaquin Street, Suite 540 Stockton, CA 95202-2931

With copies to: County of San Joaquin

________________________
________________________

CONTRACTOR: ________________________
________________________
________________________

This Agreement is made and entered into this _____________ day of _____________, 200____, by and between ___________________, an Independent CONTRACTOR (hereinafter “CONTRACTOR”), and San Joaquin County, a political subdivision of the State of California for ___________________ (hereinafter “COUNTY”).

ORDER OF PRECEDENCE

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.

2. COUNTY Request for Proposal Number 09-37.

3. CONTRACTOR’S Proposal dated ___________________.

1. **Scope of Professional Services:**

CONTRACTOR agrees to provide security services to COUNTY.

CONTRACTOR shall perform the CONTRACTOR’S work in accordance with currently approved methods and standards of practice in the CONTRACTOR’S professional specialty.

2. **Term of Agreement:**

This Agreement shall commence________, 200_ through________, 200__, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

3. **Interpretation:**

This Agreement shall not be interrupted in favor of any Party by virtue of said Party not having prepared this Agreement.

If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

4. **Compensation:**

COUNTY agrees to pay CONTRACTOR an hourly amount of ($_________). The total payments made for services performed pursuant to this Agreement shall not exceed ________________ DOLLARS ($00,000.00).

5. **Invoicing:**

CONTRACTOR shall submit one original and one copy of each invoice to County of San Joaquin, __________________________________________________. All invoices must reference this Agreement Number/Contract ID # and the service performed. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

6. **CONTRACTOR’S Status:**

In the performance of work, duties and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an Independent CONTRACTOR practicing his or her profession and not as an employee of the COUNTY. A copy of CONTRACTOR’S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to COUNTY. The CONTRACTOR shall not have any claim under this Agreement or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or workers’ compensation benefits. The CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. COUNTY will issue a Form 1099 at year-end for fees earned.
7. **Assignments:**

Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of San Joaquin County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8. **Non Exclusive Rights:**

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

9. **Indemnification:**

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys’ fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or Subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

10. **Insurance:**

CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to the Purchasing Department showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers’ Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to the COUNTY. The COUNTY at its discretion, may waive in part or in full insurance requirements. CONTRACTOR is required to provide insurance unless notified by the COUNTY’S Purchasing Agent of any waivers.

CONTRACTOR agrees that CONTRACTOR is responsible to ensure that the requirements set forth in this article/paragraph are also to be met by CONTRACTOR’S subcontractors/CONTRACTOR’S who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the COUNTY’S Purchasing Agent.
General Liability Limits

1. BI & PD combined/per occurrence /Aggregate $1,000,000
2. Personal Injury/Aggregate $1,000,000
3. Automobile Liability/per occurrence CONTRACTOR agrees to defend, hold harmless and indemnify the COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

Professional Liability

1. Professional Liability/as appropriately relates to services rendered. Coverage may include medical malpractice and/or errors and omissions. $1,000,000

Workers’ Compensation and Employer’s Liability Statutory requirement

11. Discrimination:

CONTRACTOR shall not discriminate because of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex (includes sexual harassment) and sexual orientation.

12. ADA Compliance:

CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

13. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this Agreement.

14. Termination:

If the CONTRACTOR breaches or habitually neglects the CONTRACTOR’S duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which COUNTY may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon thirty (30) days written notice to other party.
If the County Board of Supervisors fails to appropriate funds to enable County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and CONTRACTOR will be given written notice of such termination.

15. **Conflict of Interest Statement:**

CONTRACTOR covenants that CONTRACTOR, its officers, employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COUNTY’S employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COUNTY. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from any responsibility under this Agreement.

16. **Drug Free Workplace:**

CONTRACTOR shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

17. **Force Majeure:**

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the CONTRACTOR or the COUNTY.

18. **Compliance:**

CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.

19. **Governing Law and Venue:**

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
20. **Documents:**

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the COUNTY whether executed by or for the CONTRACTOR for COUNTY, or otherwise by or for the CONTRACTOR, or by or for a subcontractor operating under the CONTRACTOR’S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this Agreement.

21. **Attorney Fees:**

In any action brought to enforce any provision of this Agreement, the losing party shall pay the prevailing party’s reasonable attorney fees and losses.

22. **Work Product:**

COUNTY and CONTRACTOR acknowledge and agree that “Work Product”, and all components of it, provided or developed by CONTRACTOR hereunder or in connection herewith shall constitute “works made for hire” within the meaning of Title 17 United States Code Section 101 et seq. (the “Copyright Act”), and all right, title, and interest in and to the Custom Products shall vest in the COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of the COUNTY and/or may not be a “work made for hire” as defined in the Copyright Act upon development, then CONTRACTOR agrees to and hereby does sell, transfer, grant and assign to the COUNTY all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting “Work Product”, CONTRACTOR shall place or cause to be placed the following legend preferably in the lower right corner:

© 200_ County of San Joaquin. All rights reserved.

23. **Data Security – Confidentiality:**

a. Acknowledgment of access to information characterized as covered data

Contractor acknowledges that its contract/purchase order (“Agreement”) with the County of San Joaquin, California( “County”) may allow the Contractor access to confidential County information or County provided information including, but not limited to, personal information, records, data, or financial information notwithstanding the manner in which or from whom it is received by Contractor (“Covered Data”) which is subject to state laws that restrict the use and disclosure of County information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. Contractor shall maintain the privacy of, and shall not
release, Covered Data without full compliance with all applicable state and federal laws, County policies, and the provisions of this Agreement. Contractor agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

b. Prohibition on unauthorized use or disclosure of covered data and information

Contractor agrees to hold Covered Data received from or created on behalf of County in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by County. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify County in writing prior to any disclosure in order to give County an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the County.

c. Safeguard standard

Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

d. Return or destruction of covered data and information

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Covered Data to County unless County requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement. Within this thirty (30) day period, Contractor shall certify in writing to County that the return or destruction has been completed.

e. Reporting of unauthorized disclosures or misuse of covered data and information

Contractor shall report, either orally or in writing, to County any use or disclosure of Covered Data not authorized by this Agreement or in writing by County, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to County immediately upon discovery of the unauthorized disclosure, but in no
event more than two (2) business days after Contractor reasonably believes there has been unauthorized use or disclosure. Contractor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the County Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide County other information, including a written report, as reasonably requested by County.

f. Examination of records

County and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

g. Assistance in litigation or administrative proceedings

Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under the Agreement available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

h. No third-party rights

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

i. Attorney’s fees

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.
j. Survival

The terms and conditions set forth shall survive termination of the Agreement between the parties.

24. Entire Agreement and Modification:

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

CONTRACTOR Name ____________________________
Address ____________________________
City, State and Zip ____________________________

By: ____________________________ Date: ______
  Signature, Authorized Agent

By: ____________________________ Date: ______
  Printed Name of Authorized Agent

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

By: ____________________________ Date: ______
  David M. Louis, C.P.M., CPPO, CPPB
  Director, Purchasing & Support Services

APPROVED AS TO FORM
Office of County Counsel

By: ____________________________ Date: ______
  Gilberto Gutierrez
  Deputy County Counsel

Buyer of Record: DrF