

Request for Qualifications

ARCHITECTURAL PEER REVIEW SERVICES

The Judicial Council of California seeks to select a pool of qualified architects to provide peer review services of design for identified court building projects throughout the State of California.



JUDICIAL COUNCIL
OF CALIFORNIA

OPERATIONS AND PROGRAMS DIVISION
CAPITAL PROGRAM





JUDICIAL COUNCIL OF CALIFORNIA

455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

REQUEST FOR QUALIFICATIONS

Date:

March 9, 2015

Send SOQ to:

Judicial Council of California

Attn: Ms. Nadine McFadden

455 Golden Gate Avenue, 6th Floor

San Francisco, CA 94102

(Indicate RFQ Number and Project Name on lower left corner of envelope)

To

Architectural Firms

Project Title

Architectural Peer Review Services

Contact

capitalprogramsolicitations@jud.ca.gov

RFQ Number: JBCP-2015-03-JT

RFQ SCHEDULE (Subject to change at the Judicial Council's discretion)		DATES / TIMES (PST)
1	Deadline for submittal of Firm's requests for clarifications, modifications or questions regarding the RFQ	1:00 PM, Thursday, March 19, 2015
2	Modifications and/or responses to questions posted on the Judicial Council website: http://www.courts.ca.gov	Tuesday, March 24, 2015
3	<u>Submittal Deadline for Statement of Qualifications</u>	4:00 PM, Thursday, April 2, 2015
4	Notice of Selected Firms (Estimated)	Friday, April 10, 2015

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1. INTRODUCTION AND PURPOSE OF THIS RFQ

- 1.1. **Judicial Council.** The Judicial Council of California (“Judicial Council”), chaired by the Chief Justice of California, is the primary policy making body of the California judicial system. The Judicial Branch Capital Program Office is responsible for the planning, design and construction of court facilities for the Superior and Appellate Courts of California (“Capital Program”).
- 1.2. **SOQs.** The Judicial Council, through this Request for Qualifications (“RFQ”) is soliciting Statements of Qualifications (“SOQs”) from qualified persons, firms, partnerships, or corporations (“Firm(s)”) to:

As member of a Design Review Panel, provide architectural peer review & evaluation of the design for one or more court building project(s) as assigned by the Capital Program Principal Architect. Services include, but need not be limited to, evaluation of the design for compatibility with its setting and the appropriateness to the project’s functional program, the California Trial Court Facilities Standards (reference: <http://www.courts.ca.gov/documents/ctcfs2011.pdf>), and the Project budget.
- 1.3. The Judicial Council seeks to establish a pool of Firms for the Judicial Council’s current and future Projects. A list of the current Projects slated for Design Reviews is attached hereto as **Attachment “A.”**
- 1.4. **Questions.** Firms may submit requests for clarifications, modifications or questions to the Judicial Council via e-mail to capitalprogramsolicitations@jud.ca.gov no later than the date specified in the RFQ Schedule. Please indicate the RFQ number and title in the subject line and use RFQ Attachment D to submit the question(s). Contact with the Judicial Council shall be made only through this email address; telephone calls will not be accepted.
- 1.5. **Addenda.** The RFQ and all addenda will be posted at <http://www.courts.ca.gov/rfps.htm>. Firms must monitor that website for all information regarding this RFQ. The Judicial Council is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the Firms to remain apprised of changes to the RFQ.

2. FORM OF AGREEMENT AND SCOPE OF SERVICES

- 2.1. **Agreement.** Attached hereto as **Attachment “B”** is the Judicial Council’s form of Agreement for Architectural Peer Review Services (“Agreement”), including the indemnification provision that the Judicial Council will include in that Agreement. The Judicial Council reserves the right to modify or update the Agreement at any time until an award and execution of the Agreement with the successful Firm(s). By submitting its SOQ, the Firm acknowledges that it has no objection to the form of Agreement.
- 2.2. **Services.** The labor, materials, supervision, services, tasks, and work (“Services”) that selected Firms will be required to perform are set forth in the Agreement. The Firm(s) must be technically and financially capable of providing all of the Services to provide architectural design review and evaluation services.
- 2.3. **Compensation.** Compensation shall be \$1000.00 for each completed design review; it is anticipated that three to four design reviews will be performed for each court building project. A selected firm may be assigned to more than one court building project.

3. STATEMENT OF QUALIFICATIONS

- 3.1. Firm’s Statement of Qualifications (“SOQ”) should clearly and accurately demonstrate specialized knowledge and experience required for consideration.
- 3.2. This RFQ is not a formal request for bids, or an offer by the Judicial Council to contract with Firm(s) responding to this RFQ. The Judicial Council also reserves the right to amend this RFQ as necessary. The Judicial Council shall not be responsible for the costs of preparing any proposal in

response to the RFQ.

- 3.3. **Confidentiality / Disposition of SOQs.** All materials submitted in response to this RFQ will become the property of the Judicial Council and will be returned only at the Judicial Council's option and at the expense of the Firm submitting the SOQ. One copy of each SOQ will be retained by the Judicial Council 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.courts.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500). If information submitted in a SOQ contains material noted or marked as confidential and/or proprietary that, in the Judicial Council'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 Judicial Council finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Judicial Council will disclose the information regardless of the marking or notation seeking confidential treatment.

3.4. **Submittal**

3.4.1. Submit one (1) original and 3 copies of Firm's SOQ in paper form.

3.4.2. Submit electronic file of Firm's SOQ in PDF format on a flash drive.

3.4.3. Firm's SOQ shall be submitted to the Judicial Council as follows:

Judicial Council of California
Finance/Business Services
Attn: Ms. Nadine McFadden
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

(Indicate RFQ Number and Project Name on lower left corner of envelope)

3.4.4. Firms assume all risk of loss regarding any delivery method it chooses to use, and the Judicial Council shall not be held responsible for any failure of any delivery service/method. Firms are solely responsible for ensuring delivery to the appropriate location no later than the date and time specified. The Judicial Council will return unopened, any SOQ received after the time specified in the most current RFQ Schedule

3.4.5. **SOQs submitted via email will NOT be considered.**

- 3.5. **SOQ Format and Content.** SOQs must be concise, well organized, and demonstrate Firm's qualifications. SOQs shall be formatted and delivered as outlined below. Material must all be in 8-1/2 x 11 inch format (no foldouts). Page limits, where stated, are inclusive of applicable pages, paper, résumés, and/or pictures. Paper shall be double-sided wherever possible; however, double-sided pages will count as "2 pages" applicable to stated limits.

3.5.1. **Letter of Interest**

(Maximum of 2 single-sided or 1 double-sided pages)

A dated Letter of Interest must be submitted, including the legal name of the Firm, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the SOQ on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience and indicate the unique background and qualities of the Firm, and its proposed key personnel that are applicable to architectural design reviews. Indicate acceptance (if selected) of the compensation amount stipulated in the Attachment B.

3.5.2. **Firm Information**

(Maximum of 2 single-sided or 1 double-sided pages)

Provide a brief history of Firm's experience in providing architectural design reviews, or evaluation of the work other Architects for Owners, Agencies, or Professional

Organizations.

3.5.3. **Resumes of Key Personnel.**

(1 single –sided page per person; a maximum of 3 per firm)

Include resumes of key personnel who would be performing Services for the Judicial Council. Indicate personnel who will serve as primary contact(s) for the Judicial Council. Indicate personnel’s availability to provide the Services. For proposed key personnel that are licensed architects, include current License number and State.

3.5.4. **Court Building Standards Experience.**

(Table format not to exceed 3 single –sided pages)

In a table format, list the state trial court building projects that the Firm has successfully completed, within the past five years, at least through completion of the Design Development phase.

- For each court project listed, indicate in the table, the role and level of participation of each proposed Key Individual
- For each court project listed, describe in the table, the principal challenges in developing a high-quality design for that particular building, and the resulting lessons that should be communicated to other Architects
- Provide evidence of knowledge and understanding of the design of trial court buildings and the *California Trial Court Facilities Standards – 2011 edition* (reference: <http://www.courts.ca.gov/documents/ctcfs2011.pdf>),

3.5.5. **Conflict of Interest:**

(Maximum of 2 single-sided or 1 double-sided pages)

If applicable provide a statement of any recent, current, or anticipated contractual relationships with any of the Architectural firms listed Architect for current court building projects in Attachment A that are engaged by the Judicial Council.

3.5.6. **Payee Data Record.**

Provide one (1) completed and signed Payee Data Record Form (**Attachment “C”**).

Indicate the exact legal name under which the Firm proposes to contract with the Judicial Council.

4. SELECTION & EVALUATION PROCESS

4.1. **Evaluation of SOQs**

The Judicial Council will evaluate SOQs using the following criteria:

- 50%** Experience of the Firm and its key personnel with architectural peer reviews.
- 50%** Demonstrated understanding of the application, and implementation of the Standards to the development of trial court buildings

4.2. **Selection:** It is anticipated that ten (10) Firms may be selected through this RFQ/SOQ for subsequent work. The Judicial Council reserves the right to select more or fewer Successful Firms.

The Judicial Council may then award “as needed” specific project(s) to the Successful Firm(s) to participate as a member of a Design Review Panel.

4.3. **Preclusion.** A selected Firm shall not be assigned to provide architectural peer review services for a court building project where the Firm has a contractual relationship with the Architect for that court building project.

4.4. **Selection:** The Judicial Council intends to award contract(s) to the Successful Firm(s) pursuant to the SOQ (s) and in the form of the Agreement attached hereto as **Attachment B**.

- 4.5. **Rejection of SOQs:** The Judicial Council may reject any or all SOQs and may or may not waive an immaterial deviation or defect in a SOQ. The Judicial Council's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse Firm from full compliance with the RFQ specifications. The Judicial Council reserves the right to accept or reject any or all of the items in the SOQ, to cease negotiations with one Firm if mutually-agreed terms cannot be reached and begin negotiations with another Firm, to award the contract in whole or in part and/or negotiate any or all items with individual Firm if it is deemed in the Judicial Council's best interest. Moreover, the Judicial Council reserves the right to make no selection.

5. PROTESTS

- 5.1. **Who May Submit a Protest.** A Firm may submit a protest if the Firm submitted a SOQ that the Firm believes to be responsive to the RFQ and the Firm believes that the Judicial Council has incorrectly not selected the Firm as a potential vendor.
- 5.2. A person or entity who did not submit a SOQ may not submit a protest.
- 5.3. In no event will a Judicial Council consider a protest if the Judicial Council rejected all SOQs or the RFQ was canceled for any reason.
- 5.4. **Deadline for Receipt of Protest**
- 5.4.1. A Firm's protest must be received within seven (7) calendar days of the Judicial Council's notification to Firm that it has not been selected.
- 5.4.2. The Firm is solely responsible for ensuring that a protest is received by the Judicial Council by the applicable due date. The failure of a Firm to submit a timely protest constitutes a waiver of the Firm's right to protest the award.
- 5.5. **Required Information.** A protest must include the following information:
- 5.5.1. Contact information of the protesting Firm or its representative (this must include name, address, and telephone number, e-mail address and fax number);
- 5.5.2. The title of the RFQ to which the protest is related;
- 5.5.3. A detailed description of the specific legal and factual grounds of protest and any supporting documentation; and
- 5.5.4. The specific relief requested.
- 5.6. **Submission of the Protest.** The Firm must send the Protest to the individual identified in the RFQ to receive SOQs. The Firm must send the Protest by overnight courier or by personal delivery. If a Protest is late or missing any of this information, the Judicial Council will reject the Protest.
- 5.7. **Written Determination.** The Judicial Council shall respond to a protest with a written determination. The Judicial Council may issue a written determination regarding the Protest without requesting further information from the Firm. Therefore, the Protest must include all grounds and all evidence available at the time the Protest is submitted. If the Firm later raises new grounds or evidence that was not included in the initial Protest submittal but which could have been raised at that time, the Judicial Council shall not consider that new grounds or new evidence. The Judicial Council's written determination shall be the final action by the Judicial Council unless the Firm submits an appeal to that written decision within seven (7) calendar days of the issuance of the Judicial Council's written determination
- 5.8. **Appeal of Judicial Council's Written Determination**
- 5.8.1. If the protesting Firm decides to appeal the Judicial Council's Written Determination, the protesting Firm must send the appeal to the Judicial Council's Senior Manager, Business

Services, at the same address noted for the submission of questions in the RFQ by overnight courier or by personal delivery.

- 5.8.2. The appeal must include:
 - 5.8.2.1. Contact information of the protesting Firm or its representative (this must include name, address, and telephone number, e-mail address and fax number);
 - 5.8.2.2. The title of the RFQ to which the protest is related;
 - 5.8.2.3. A copy of the Judicial Council's written determination;
 - 5.8.2.4. A detailed description of the specific legal and factual grounds for the appeal and any supporting documentation, including information related to the Protest that was not available at the time the Protest was originally submitted with a detailed explanation of that information's unavailability; and
 - 5.8.2.5. The specific ruling or relief requested.
- 5.8.3. If an Appeal is late or missing any of this information, the Judicial Council will reject the Appeal.
- 5.8.4. The Judicial Council's Senior Manager, Business Services shall respond to an appeal with a written determination. The Judicial Council's Senior Manager, Business Services written determination shall be the final action by the Judicial Council and are not subject to further appeal.



ATTACHMENT A

List of Projects

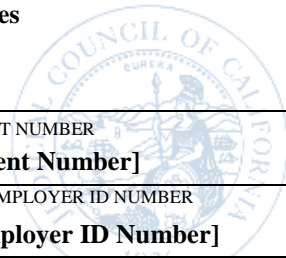
(Subject to change at the Judicial Council's discretion)

County	Court Building Project	Architect	Construction Manager at Risk or General Contractor	Building Approximate Gross Area (sf)
Los Angeles	Hollywood Courthouse Modernization	A.C. Martin Partners	To be selected, schedule TBD	45,000
Merced	New Los Banos	Williams + Paddon	Swinerton Builders	29,500
Tuolumne	New Sonora	Lionakis	To be selected,	61,500
Shasta	New Redding	NBBJ - Seattle	To be selected,	165,300
Sonoma	New Santa Rosa	Richard Meier & Partners	To be selected, schedule TBD	169,300
Inyo	New Inyo	Natoma Architects	To be selected, schedule TBD	21,000
Stanislaus	New Modesto	Skidmore, Owings & Merrill	To be selected, schedule TBD	301,500
El Dorado	New Placerville	Dreyfuss & Blackford	To be selected, schedule TBD	77,600
Santa Barbara	New Santa Barbara	Moore Ruble Yudell Architects & Planners	To be selected, schedule TBD	92,300
Riverside	New Mid-County Civil	Perkins+Will	To be selected, schedule TBD	89,700
Mendocino	New Ukiah	Skidmore, Owings & Merrill	TBD	90,200
Los Angeles	New Eastlake Juvenile	TBD	To be selected, schedule TBD	57,800
Sacramento	New Sacramento Criminal	NBBJ - Seattle	To be selected, schedule TBD	405,500

ATTACHMENT B - Form of Agreement for Construction Management Services

JUDICIAL COUNCIL OF CALIFORNIA

SERVICES—SHORT FORM AGREEMENT rev 3-12



AGREEMENT NUMBER [Agreement Number]
FEDERAL EMPLOYER ID NUMBER [Fed. Employer ID Number]

- In this services agreement (the “Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “Judicial Council” refers to the **Judicial Council of California**.
- This Agreement becomes effective as of **[Date]**, (the “Effective Date”) and expires on **[Date]**.
- The maximum amount that the Judicial Council may pay Contractor under this Agreement is **TBD** (the “Maximum Amount”).
- This Agreement incorporates and the parties agree to the attached provisions labeled “Services—Short Form Agreement Terms.” This Agreement represents the parties’ entire understanding regarding its subject matter.
- Contractor will perform the following services (the “Services”), and deliver the following work product (the “Work Product”):

Services:

Description of Services	As member of a Design Review Panel, provide architectural peer review & evaluation of the design for one or more court building Project(s) as assigned by the Capital Program Principal Architect. Services include, but need not be limited to, evaluation of the design for compatibility with its setting and the appropriateness to the project’s functional program, the CA Trial Court Facilities Standards, and the Project budget. Design Reviews may occur twice during Schematic Design and twice during Design Development phases, additional Design Reviews may be required as determined for a particular court Project by the Capital Program Principal Architect. The Judicial Council will pay Contractor \$1000 for each design review of a court building
Completion Date	To be determined by the Capital Program Principal Architect – as necessary to support the design schedule of the court building to which the Peer is assigned as a Reviewer.
Acceptance Criteria	Participation in Design Review Panel conferences, and preparation of report on findings or recommendations under the direction of the Design Review Panel lead. The same design principal or senior technical architect, who has been accepted by the Principal Architect, shall participate in each Design Review for a court building Project.

Work Product:

Architectural Peer Review Assignment – Court building	Number of Design reviews	Compensation
name	#	\$
name	#	\$

- The Judicial Council’s project manager is: **Clifford Ham, Capital Program Principal Architect**

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> [Contractor name]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title inserted by Business Services]	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS [Address]



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SERVICES – SHORT FORM AGREEMENT TERMS.

A. PERFORMANCE AND DELIVERY. Contractor will perform the Services and deliver all Work Product as specified on the first page of this Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Work Product. The Maximum Amount listed on the first page of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.

B. ACCEPTANCE. All Services and Work Product are subject to written acceptance by the Judicial Council. The Judicial Council may reject any Service or Work Product that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the Judicial Council does not signify acceptance of the Services or Work Product.

C. INTELLECTUAL PROPERTY. Contractor irrevocably assigns to the Judicial Council all right, title and interest worldwide in and to the Work Product created under this Agreement, and all applicable intellectual property rights related to the Work Product created under this Agreement, including copyrights, trademarks, trade secrets, moral rights, and contract and licensing rights. Contractor grants to the Judicial Council a non-exclusive, transferable, sublicenseable (through multiple tiers), worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use, reproduce, make derivative works of, perform, display, and distribute any portion of the Work Product delivered by Contractor but not created under this Agreement. The Judicial Council retains all intellectual property rights in any materials it provides to Contractor (the "Judicial Council Materials"). Contractor will hold the Judicial Council Materials in trust and confidence. Contractor will use the Judicial Council Materials solely for performing the Services and creating Work Product created under this Agreement.

D. PUBLICITY. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the Judicial Council Business Services Senior Manager's prior written approval, which may be denied for any or no reason. The Judicial Council Business Services Senior Manager will not approve any public announcement, press release, or other writing that could be construed as an endorsement of Contractor.

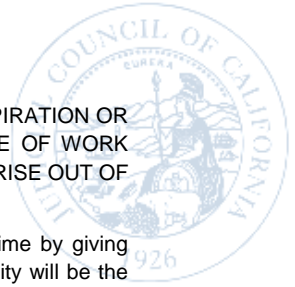
E. INVOICES, PAYMENT AND SETOFF. After the Judicial Council has accepted Services and Work Product, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work Product to "Judicial Council–Accounts Payable" at the address shown on the signature block of this Agreement. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the Judicial Council considers reasonably necessary to permit the Judicial Council to evaluate the Services performed and the Work Product delivered, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. If the Judicial Council rejects any Services or Work Product after payment to Contractor, the Judicial Council may exercise all contractual and other legal remedies, including (i) setting off the overpayment against future invoices payable by the Judicial Council, (ii) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (iii) requiring Contractor to refund the overpayment within 30 days of the Judicial Council's request. Unless Contractor is a governmental entity, the Judicial Council will take no action on invoices submitted before Contractor has provided a current form "Std 204 (Payee Data Record Form)," which Contractor may obtain from the Judicial Council.

F. WARRANTIES. Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, material, and manufacture (including, defects that could create a hazard to life or property), (ii) not infringe any third party's rights, including intellectual property rights, (iii) be of merchantable quality and fit for the purposes intended by the Judicial Council, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.

G. CHANGES. Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the Judicial Council's authorized representative.

H. AUDIT RIGHTS. Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the Judicial Council, the State Auditor, or their representatives during normal business hours for inspection and copying.

I. INDEMNITY. CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE Judicial Council AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY



OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE Judicial Council.

J. TERMINATION. The Judicial Council may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. If the Judicial Council terminates this Agreement for convenience, the Judicial Council's liability will be the lesser of (i) a reasonable price for the Services rendered prior to termination, or (ii) the price for the Services. If an hourly or other time-based rate for Services is specified on the first page of this Agreement, that rate will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the Judicial Council's directions as to work in progress and the delivery of completed or partially-completed Work Product.

K. INSURANCE. Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.

L. REPRESENTATIONS. Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and California Government Code 16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) 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; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; and (v) Contractor will give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the Judicial Council.

M. ANTITRUST. Contractor shall assign to the Judicial Council all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Judicial Council. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to Contractor. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Judicial Council as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Judicial Council shall, within one year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action.

N. MISCELLANEOUS. Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the Judicial Council. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the Judicial Council, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in San Francisco County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. If this Agreement is for consulting services (as defined by California Public Contract Code section 10335.5(a)) of \$5,000 or more, Contractor must (i) provide a detailed analysis of the costs of performing this Agreement, and (ii) attach to this Agreement a resume for each employee who will exercise a major administrative, policy, or consultant role, as identified by Contractor. The Judicial Council will evaluate Contractor's performance. 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.