



Request for Proposal PARKING FACILITY MANAGEMENT FOR FSO THROUGHOUT THE STATE OF CALIFORNIA COURT SYSTEM

THE FACILITIES SERVICES OFFICE,
AN OFFICE WITHIN THE JUDICIAL
COUNCIL OF CALIFORNIA, IS
SEEKING PROPOSALS FROM
QUALIFIED COMPANIES TO
PROVIDE PARKING FACILITY
MANAGEMENT SERVICES FOR
PARKING FACILITIES IN THE
CALIFORNIA COURT SYSTEM



JUDICIAL COUNCIL
OF CALIFORNIA

ADMINISTRATIVE DIVISION
FACILITIES SERVICES

Parking Lot Management for FSO Statewide
RFP-FSO-PFMS-2018-21-JP

Date
September 21, 2018

Send Proposal to:
Judicial Council of California

To
Parking Facility Management Companies

Attn: Lenore Fraga-Roberts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

From
Judicial Council of California,
Facilities Services Office (“FSO”)

RFP number: RFP-FSO-PFMS-2018-21-JP

Project Title

Contact Email:
<mailto:CapitalProgramSolicitations@jud.ca.gov>

Parking Facility Management Services for FSO
Statewide

RFP number: RFP-FSO-PFMS-2018-21-JP

RFP SCHEDULE		DATES / TIMES (PST)
1.	Issuance of RFP.	September 21, 2018
2.	Pre-Proposal meeting optional via Teleconference – 1-877-820-7831; Participant Code: 549480 or in person meet at Dining Room on the seventh floor of the Pomona South Court at 350 West 7th Street, Pomona, CA 91766 Host/Moderator – Andre Navarro	September 28, 2018 9:30am – 11:00am
3.	Deadline for submittal of firm’s requests for clarifications, modifications or questions regarding the RFP, may be sent to CapitalProgramSolicitations@jud.ca.gov Refer to Attachment G.	October 5, 2018 by 5:00pm
4.	Modifications and/or responses to questions posted on the Judicial Council website http://www.courts.ca.gov/rfps.htm	October 10, 2018 by 5:00pm
5.	<u>Submittal Deadline for Request for Proposal</u> Judicial Council of California Attn.: Lenore Fraga-Roberts RFP-FSO-PFMS-2018-21-JP 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	<u>October 23, 2018 by 3pm</u>
6.	Optional Interviews	October 25 – October 29, 2018

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7.	Evaluations Complete	November 9, 2018
8.	Notice of Intent to Award (Estimated)	November 13, 2018
9.	Anticipated Start Date 01/01/2019	January 1, 2019

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1.0 INTRODUCTION

The Judicial Council of California (“Judicial Council”), under the leadership of the Chief Justice, is the policymaking body of California’s judicial branch. In accordance with the California Constitution, the council is responsible for ensuring the consistent, independent, impartial, and accessible administration of justice. The California Constitution directs the council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. Facilities Services is the office within the Judicial Council responsible for the planning, design, construction, and real estate and asset management of facilities for the court system of California, including management of parking facilities.

2.0 PURPOSE OF THIS RFP

The Facility Services Office and Management, an office within the Judicial Council, is seeking proposals from qualified companies to operate and maintain the Parking Facility Operations as premier, first-class commercial public automobile parking facilities, to diligently and continually satisfy the parking demands generated by tenants, visitors, invitees, the public and customers served by the facilities. Additionally, the Selected Contractor will provide parking related consultation services to include parking rate studies, paid versus open parking analysis, and analysis of various forms of parking lot management. All services shall be provided in accordance with the quality standards, specification, policies, and procedures provided by Judicial Council and the Selected Contractor, which may change from time to time at Judicial Council’s discretion. The term of the Agreement will be for five (5) years with two (2) one-year option. This RFP establishes a general scope and terms of services that should form the basis for each proposal, and the Judicial Council will tentatively select a successful contractor on the basis of the submitted proposals. However, the Judicial Council hereby notifies all prospective contractors that it reserves the right to enter into discussions with the Selected Contractor to negotiate appropriate tailoring of the selected proposal and create a finalized set of terms and conditions for the Agreement.

This RFP is the means for prospective contractors to submit their proposals to the Judicial Council for the services necessary to provide complete parking facility management as described in this document. The RFP and all addenda will be posted at <http://www.courts.ca.gov/rfps.htm>

3.0 PROJECT DESCRIPTION

The Judicial Council is soliciting proposals for the operation and maintenance of the parking facilities located at multiple locations throughout California, primarily in Los Angeles County at this time. Please refer to Attachment C.

Facility Specifications as of August 27,2018

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- Total number of parking spaces: approximately 10,075 stalls
- Number of estimated spaces for paid parking: 8500 stalls
- Estimated Monthly Revenue: Approximately \$390,000 gross
- Hours of Operation: Varies at location. Please refer to Attachment D
- **Special note:** While the Judicial Council is soliciting proposals for specific parking locations, the Judicial Council reserves the right to utilize the Selected Contractor for any and all other parking locations within the Judicial Council's span of control throughout the State of California. The locations, number of locations, spaces, etc. may change over the term of the contract.

4.0 MINIMUM QUALIFICATIONS

The Selected Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this RFP.

The Selected Contractor shall have managed commercial parking facilities, structures or facilities for a period of not less than 3 years.

5.0 RESPONDING TO THIS RFP

The Judicial Council has developed the schedule of events (see page 2) showing the key dates for this solicitation process. The RFP and schedule are subject to change, and the Judicial Council does not send notifications of changes to this RFP or the schedule to prospective contractors and is not responsible for failure of any contractor to receive notification of any change in a timely manner. Proposers are advised to visit the Judicial Council website <http://www.courts.ca.gov/rfps.htm> frequently to check for changes and updates to the RFP, including the Schedule. Prospective contractors must take the following actions according to the specified timelines in order to participate in this process.

Members of the Judicial Council project team will tour three (3) parking locations (Pomona South Court, Pasadena Court and Alhambra Court) with prospective contractors and provide an overview of the Project. No questions will be responded to during this tour. All requests for clarifications, modifications or questions regarding the RFP to [Mailto:CapitalProgramSolicitations@jud.ca.gov](mailto:CapitalProgramSolicitations@jud.ca.gov) by the date and time listed on the RFP Schedule. Judicial Council Tour addresses as follows:

- 1) Pomona South Court – 350 West 7th St, Pomona, CA 91755
- 2) Pasadena Court – 240 Ramona St, Pasadena, CA 91001
- 3) Alhambra Court – 150 Commonwealth Ave, Alhambra, CA 91801

1.0 Organization

Provide a description of your company, including:

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- A. Company history.
- B. Brief description of company's experience and background, particularly within the relevant markets.
- C. Company objectives and philosophies.
- D. Key personnel, including brief biographies.
- E. List of locations within 100 miles of Los Angeles, San Bernardino and Orange counties currently under your firm's management with approximate stall counts.
- F. Provide a detailed description of the practices that demonstrate your firm's history and ability to provide outstanding customer service.

1.1. References

- A. Provide the following:
Provide three references for locations of similar size and scope, with two within 100 miles of Los Angeles, San Bernardino and Orange counties.

1.2. Accounting/Audit/Internal Controls

- A. Provide samples of the accounting services to be provided including, but not limited to:
 - Sample billing statement with accompanying billing system features.
- B. Sample reporting statements, which would satisfy the reporting requirements.
- C. Identify the type of internal audit function you have to maintain the integrity and effectiveness of the service program.
- D. Describe in detail the methods used in your internal audit program, and the standard frequency of such reviews.

1.3. Financial

- A. Provide a monthly fixed management fee and schedule based on the scope of services outlined in this RFP. This fee will be utilized for those parking facilities that are MANAGEMENT ONLY. Utilize the attached form (Attachment E) to provide cost for each relevant parking facility.
- B. Provide a monthly percentage based fee based on the scope of services outlined in this RFP. This fee will be utilized for those parking facilities that are REVENUE SHARE type. Utilize the attached form (Attachment E) to provide cost for each relevant parking facility.
- C. Provide proposal for automating those parking facilities specified on Attachment E-1, which will include type of equipment, costs and the amortization schedule or return on investment for implementing such equipment.
- D. Include a schedule indicating the components of the proposed fee (i.e. accounting, overhead, profit, etc.).

Optional: Provide a recommendation, and the basis for such, of an alternative fee-based pricing structure which you believe may result in better financial performance, operating efficiency or service for the Facility.

Optional: Provide summary of costs and/or fees Proposer may charge to Judicial Council prior to commencement of the Agreement (e.g., Transportation Management Plan (TMP) consulting, equipment installation, start-up staffing, etc.).

- E. Proposer to provide sample reporting formats including monthly revenues, monthly expenses, monthly ticket counts, monthly validation breakdowns. Proposer to provide samples of secure web based (internet) online revenue management reports, i.e. P&L, activity reports, expenses, etc., Include an estimated stabilized operating expense budget. Judicial Council will provide an excel workbook for monthly reporting, which will also be utilized for annual budgeting purposes.
Note: Judicial Council may opt to exclude services such as cleaning, signage, security, etc. from the final contract format.

1.4. Insurance and Risk Management

- A. Provide a copy of your risk management program that would pertain to the operation of the parking facility to include:
- Advise the Judicial Council promptly of all claims or complaints. Additionally, make every effort to process and resolve all claims and complaints arising from the operation of the parking facilities, including, but not limited to, insurance-related claims involving mechanical parking control devices.
 - Describe your policy and procedure for dealing with claims and complaints including insurance related claims and parking facility accidents.
- B. Provide a summary of the insurance policies under which the insurance required under section 18 Insurance will be provided.

1.5. Miscellaneous

- A. Include any other information you believe would be helpful and valuable in Judicial Council's evaluation of your bid and ANY EXCLUSIONS OR EXCEPTIONS as noted below.
- B. Prepare a detailed operating plan including hours of operation, proposed cleaning program, and audit controls.
- C. Provide a detailed description of additional revenue opportunities you can bring to these Projects with a dollar value for each.
- D. Provide a detailed description of your policy and procedure for dealing with claims and complaints including insurance related claims and parking facility accidents.
- E. Provide a detailed description of the signage that will be required to operate the parking facility and to ensure site safety and security.

1.6. Operations/Personnel/Staffing

- A. Describe your method to operate and manage the facility in order to maximize efficiency and revenue.
- B. Provide a staffing scenario to include all shifts based on the following hours of operation and conditions: 6:00 AM – 10:00 PM with a 30 minute lunch period to be taken between 11:30am-1:30pm. While most parking facilities are open from 6:00 AM until 5:00 PM, there are facilities that are opened from 6:00 AM until 10:00 PM. Shifts are Monday-Friday with the exception of any State Holidays, furloughs or other closures for any reason at the discretion of the Judicial Council. Please review Attachment D for additional information.
- C. Meetings and Supervision:
 - District Supervisor and Selected Contractor's District Supervisor equivalent onsite quarterly as required.
 - Judicial Council Area Supervisors will be onsite monthly to meet with the Selected Contractor's Area Supervisor equivalent. Meeting will include a walk-through of the parking facility to complete a visual inspection.
- D. Provide procedure for secure cash pick up and security including frequency, personal, and/or vendors.

1.7. Preparing and Packaging Your Proposal

Responsive Proposals should provide straightforward, concise information that satisfies the requirements specified. Expensive bindings, color displays, and the like are not necessary. Emphasis should be placed on brevity, conformity to instructions, specified requirements of this RFP, and clarity of content.

6.0 PROJECT MANAGEMENT

The Branch Accounting & Procurement | Administrative Division contact for this RFP process is:

Christine Powlan, Supervisor, Contracts
Judicial Council of California
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
[Mailto:CapitalProgramSolicitations@jud.ca.gov](mailto:CapitalProgramSolicitations@jud.ca.gov)

Any questions regarding the RFP or the RFP process shall be directed to
[Mailto:CapitalProgramSolicitations@jud.ca.gov](mailto:CapitalProgramSolicitations@jud.ca.gov) .

7.0 PARKING OPERATIONS AND MAINTENANCE SPECIFICATIONS

Subject to the terms and conditions of the Agreement, the successful Proposer is to operate and maintain the Parking Facility Operations as premier, first-class commercial public automobile parking facilities, and for no other purpose. To diligently and continually satisfy the parking demands generated by tenants, visitors, invitees, the public and customers served by the facilities.

The specifications listed represent the minimum standards on which the Proposer will review and make further recommendations. The Proposer must clearly define the facility operating specifications and necessary staffing requirements. The final specifications and staffing patterns will be those jointly agreed upon by Judicial Council and the Selected Contractor. The Selected Contractor shall update such Operational Plan every year as directed by Judicial Council and further agrees to train all its employees on the contents of said plan and all updates. Judicial Council shall have the right to approve all operating policies of the parking facilities. The parking facilities are to be operated by the Selected Contractor as commercial parking facilities, and shall be used for no other purpose without prior written approval of Judicial Council. The Agreement shall not be assigned or subcontracted in whole or in part without the written consent of the Judicial Council,

SCOPE OF WORK: ON SITE

Daily

- General litter pickup, i.e. cans, bottles, paper, and landscape debris at all areas of parking facility.
- Clean ash urns, empty trash cans, at least twice daily.
- Clean facility booths if applicable. Check oil stains; apply degreaser promptly for stain removal.
- Maintain barrier gates, equipment, and ticket dispenser.
- Maintain wireless connection (to include cell phone, email, radios, etc.)
- Patrol entire perimeter of all parking facilities two times daily, in the morning and afternoon for unauthorized parking.
- Issue citations as per Judicial Council's policy.
- Sweep or wash along curbs, Sweep standing water to drains. (As Needed)
- Report all maintenance problems to the Judicial Council Customer Service Center (CSC) at 888-225-3583

Weekly

- Power sweep if applicable.
- Perform painting of lot striping as necessary.

Note: Judicial Council may opt to exclude services from the final format of the Agreement

Monthly

- Supervisory inspection of parking facility with written report to Judicial Council.

Quarterly

- Selected Contractor and Judicial Council joint site inspections.

General

- Employees shall be required to wear an identifying uniform, at all times, that has been approved by Judicial Council in advance for acceptance of color and design.
- Perform painting of the lot striping as necessary by a licensed contractor.

8.0 LABOR AND MATERIALS

The Selected Contractor shall furnish, at its own expense, all labor and materials, if any, necessary to carry out the terms of the Agreement. It is the responsibility of Selected Contractor that any equipment provided by Selected Contractor or its employees shall be kept in good repair and proper working order. Any inspection, maintenance, repairs, modifications, or replacement of this equipment shall be the sole responsibility of Selected Contractor. It is also understood that Selected Contractor may use its equipment on other projects.

9.0 EQUIPMENT

Judicial Council shall have the right to purchase and install or request the Selected Contractor to purchase and install electronic Parking Access and Revenue Control Systems which may change the Selected Contractor staffing role and responsibility.

10.0 MAINTENANCE AND REPAIR

It is expected that the Selected Contractor will agree to keep the parking facilities clean and in a proper state of maintenance and repair other than structural repairs, and at the termination of the Agreement, to leave the parking facilities in substantially the same condition as existed at the commencement of the Agreement, normal wear and tear excepted. Selected Contractor shall be responsible for repair and maintenance of any and all parking equipment at Judicial Council's expense, subject to an approved operating budget. Exceptions exceeding the budget amount (except in case of emergencies in which case notification shall be oral) shall be approved in advance in writing from Judicial Council.

11.0 ADDITIONS AND ALTERATIONS

No additions, alterations, or modifications will be made to the parking facilities by Selected Contractor, unless first approved in writing by Judicial Council.

12.0 ACCESS BY JUDICIAL COUNCIL JUDICIAL BRANCH PERSONNEL

The Judicial Council and the superior courts and appellate courts of the State of California, including their respective officers, agents, servants, and employees shall have the right to enter and inspect the parking facilities at any time.

13.0 PERSONNEL

During the term of the Agreement, all personnel employed to operate the parking Facilities shall be solely the employees of the Selected Contractor and shall have no contractual relationship with Judicial Council.

To the extent permitted by applicable law, it is expected that the Selected Contractor shall conduct a pre-employment check of each person intended to be employed at this facility, which check shall include the following:

- Job qualifications, including prior experience and recommendations (if any)
- Honesty
- Integrity
- Driving record, including a valid California State Driver's License
- Previous criminal activity
- Judicial Council Live Scan background check (SEE Attachment I)
- Wear the Judicial Council approved contractors (Green) badge at all times while on duty.

Staffing levels and costs should be identified in the RFP.

Selected Contractor shall remove from the parking facilities any of the Selected Contractor's employees who are unsatisfactory to Judicial Council. Selected Contractor retains the right to hire and fire its employees and/or to transfer them to other work of the Selected Contractor.

Selected Contractor shall maintain personnel on site during hours of operation. Such personnel shall not be removed from the project or transfer to other locations operated by Selected Contractor without prior notice to and approval from Judicial Council. Personnel shall not be transferred until a replacement is approved by Judicial Council or Selected Contractor and oriented to the project by Selected Contractor.

14.0 GROSS REVENUES, OPERATING EXPENSES, AND OPERATING SURPLUS

Gross revenues, Operating Expenses, and Operating Surplus are defined as follows:

- A. "Gross Revenues" shall include all revenues received by Selected Contractor or Judicial Council and the value of all discounted, validated and free parking granted by Judicial Council from the parking of vehicles in a parking facility.
- B. Operating expense shall include the expenses of providing the management services as set forth in a one year approved budget, a copy of which shall be attached to the Agreement, other than (i) expenses of a capital cost nature; (ii) those expenses to be borne by Selected Contractor set forth below:
 - 1) Wages of supervisory personnel assigned or allocated to a parking facility, attendants, cashiers, clerical and audit staff and a charge from Selected Contractor

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for employee benefits including but not limited to payroll, taxes, social security, workers' compensation insurance, unemployment insurance, group health insurance, and retirement benefits, and a fee for administering such benefits;

- 2) All sales taxes;
 - 3) Credit card service fees;
 - 4) Telephone expenses;
 - 5) Business taxes, other than franchise taxes on income or profits;
 - 6) License and permits;
 - 7) Insurance, rate, to the extent required
 - 8) Sundry items such as uniforms, tickets and janitorial supplies;
 - 9) Payroll processing and accounts receivable processing expense;
 - 10) Voluntary settlement of patrons' claims for vehicle damage or loss of contents provided that the same has been authorized by Judicial Council and approved by Selected Contractor;
 - 11) Normal maintenance and repairs of a parking facility including repainting of stall markings, replacement or repair of signs and ticket dispensing equipment;
 - 12) Legal or audit charges directly attributable to the operation of a parking facility other than those performed by the staff of Judicial Council or Selected Contractor if approved in advance by the Judicial Council, or that are covered under the terms of one or more of the insurance policies required in the Agreement;
 - 13) Costs of special audits performed by Selected Contractor's staff auditor for the mutual benefit of Judicial Council and Selected Contractor; provided, however, costs qualifying as Operating Expense shall be limited to a mutually agreed upon per diem rate and actual out of pocket expenses of the auditor during the period of an approved special audit;
 - 14) Costs of any drug or alcohol screening, DMV reports and background checks of employees and applicants for employment; and
 - 15) Costs of compliance with the Payment Card Industry Data Security Standards.
- C. "Operating Surplus" shall be defined as "Gross Revenues" less "Operating Expenses."
- D. At least 60 days prior to the commencement of the second contract year, Selected Contractor shall prepare and submit to Judicial Council for its approval a proposed operating budget for the next year. The proposed budget shall include all expenses

to be paid by Selected Contractor in the operation of the parking facilities. Selected Contractor shall not, without first obtaining the prior written approval of Judicial Council, incur any expense item in excess of the greater of One Thousand Dollars (\$1,000.00) or 110% of the budgeted amount, unless such item is necessitated by an emergency which does not permit Selected Contractor to obtain the prior written approval of Judicial Council; provided Judicial Council shall be informed by the next business day of any such expenditure.

E. Receipts and Payments

- 1) Selected Contractor shall agree that it will keep records of Gross Revenue and Operating Expenses pertaining to the operation of the parking facilities for three (3) years.
- 2) Selected Contractor shall use methods widely accepted in the parking industry to collect or cause to be collected all of the gross receipts from the operation and use of the parking facilities, but Selected Contractor is not a guarantor of revenues. The gross receipts for each month's operation shall thereafter, on or before the twentieth (20th) day of the succeeding month, be disbursed by Selected Contractor as follows:
 - a. Selected Contractor shall pay all Operating Expenses,
 - b. Selected Contractor after payment of the agreed upon amounts as directed in the contract and above, the balance of the Operating Surplus shall be paid monthly to the Judicial Council in conjunction with Selected Contractor's monthly report to Judicial Council listing Gross Revenues and Operating Expenses generated by the parking facilities in the preceding calendar month ("Monthly Report"). The Monthly report is to be submitted by Selected Contractor for each month of the term by the twentieth (20th) day of the next succeeding calendar month.

15.0 REPORTING PROCEDURE

The Judicial Council shall receive from and expect accurate, complete and timely reports prepared in accordance with the formats approved by the Judicial Council based on examples provided by Selected Contractor.

- Monthly Statement of Parking Revenue and Expenses
- Monthly Aged Accounts Receivable
- Monthly reconciliation report showing monthly parking contract activity. (New cards issued, cards cancelled etc.)
- Or any other report Judicial Council deems necessary to operate.
- Monthly Operation report with previous month's revenue attached, i.e.: PNL revenue summary and a live check.
- Secure online revenue management software accessible to Judicial Council.

16.0 AUDIT

With no prior notice, either Judicial Council's auditors or an independent auditing or accounting firm may inspect Selected Contractor's books that pertain to the costs incurred in operating the parking facilities. Judicial Council shall have the right to audit the current year and the preceding three calendar years.

If the Judicial Council shall have such an audit made for any year and the excess of gross receipts over operating expenses shown by the Selected Contractor's Statement of Parking Revenue and Expenses should be found to be understated by 3 percent or more, then Selected Contractor shall pay to Judicial Council the cost of such audit and any monies which shall be due and payable, together with such interest from the date(s) such amount should have been paid to the date of payment at the lesser of (i) Wall Street Journal published Prime Rate plus five percent, or (ii) the maximum rate permitted by applicable law. Such payment shall be made within seven (7) days after notice by Judicial Council.

17.0 INSURANCE

Selected Contractor must maintain at its expense the following insurance during the Term of the Agreement:

A. Commercial General Liability. Commercial General Liability Insurance (or comparable Garage Liability insurance) written on an occurrence form with limits of not less than \$5,000,000 per occurrence, and a \$5,000,000 annual aggregate limit of liability. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, liability assumed under an insured contract, and fire legal liability. If a Garage Liability insurance policy is used to provide all or a part of the required commercial general liability insurance the coverage provided must include all of the applicable coverage grants found within the commercial general liability insurance policy and the definition of covered "Auto" must include all land motor vehicles, trailers or semi-trailers.

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

C. Automobile Liability. If an automobile is used in the performance of the Services Automobile liability insurance with limits of not less than \$2,000,000 per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Work.

D. Garagekeepers Liability: Garagekeepers Liability insurance written on an occurrence form with limits of not less than \$2,000,000 per occurrence specific to each parking facility managed under the Agreement. The insurance shall cover damage to customer's vehicles in the care, custody and control of the Selected Contractor. Each policy must

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include coverage for collision, overturn, and comprehensive perils, and be provided on a direct primary basis.

E. Excess/Umbrella Insurance. Selected Contractor may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.

F. Commercial Crime Insurance. This policy is required only if Contractor handles or has regular access to the JBE's funds or property of significant value to the JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. Contractor shall maintain Employee Dishonesty and theft, forgery or alteration, and when applicable, Inside/Outside Money and Securities coverage for state-owned property in the care, custody and/or control of the Contractor. Coverage limits shall not be less than \$1,000,000. A Clients' Property endorsement as broad as CR 04 01 08 13 must be endorsed to this policy and notated on the certificate of insurance. The policy shall include as loss payee the State of California, Judicial Council of California, the superior courts and appellate courts of the State of California, including their respective elected and appointed officials, judges, subordinate judicial officers, employees and agents.

17.1 General Policy Conditions:

A. Deductibles and Self-Insured Retentions. Selected Contractor is responsible for and may not recover from the Judicial Council, including its elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, any deductible or self-insured retention that is connected to the insurance required under this section 18.

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

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

D. With respect to commercial general liability automobile liability, garage liability, and garagekeepers liability insurance the policies must be endorsed to be primary and non-contributory with any insurance or self-insurance programs carried or administered by State of California, Judicial Council of California, or any superior courts and appellate courts of the State of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents.

E. The insurance policies shall be endorsed to include, "The State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles and their respective elected and appointed officials, judges, officers and employees as

additional insureds, but only with respect to work performed for the State of California under this agreement.”

F. Waiver of Recovery. Selected Contractor waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, automobile liability, garage liability, and garagekeepers liability to also waive any right of recovery it may have against any of the State of California, Judicial Council of California, or any superior courts and appellate courts of the State of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, agents and volunteers for liability arising out of the Services performed by Selected Contractor under the Agreement.

G. Cancellation. Selected Contractor will require an endorsement to each insurance policy required under section 18 that the insurance will not be materially changed or cancelled without 30 days’ notice to the Judicial Council.

18.0 SELECTION PROCESS

An evaluation panel composed of three (3) Judicial Council employees will review and score the Proposals, based on the selection criteria.

If necessary, Judicial Council will conduct follow up interviews with prospective contractors. If Judicial Council conducts interviews, the interviews would be held at the Judicial Council office in Pomona, California.

At any time, Judicial Council may contact previous references or clients to verify the experience and performance of the prospective contractor, their key personnel, and their sub-consultants.

19.0 EVALUATION OF PROPOSALS

The Judicial Council will evaluate Proposals using the following criteria:

Points	Criteria	100 points maximum
15	<p><u>Qualifications:</u> Contractor’s ability to perform all functions necessary in providing the Parking Facility Management services outlined in this RFP.</p>	
10	<p><u>Reporting:</u> Contractor’s accounting, audit and internal controls and reporting process and procedures.</p>	

15	<p><u>Experience of Company:</u> Demonstrated experience of the contractor in relation to the scope and quality of service provided to customers currently and in the past.</p>
15	<p><u>Operations:</u> Contractor must clearly define the facility operating specifications and necessary staffing requirements for the portfolio of parking facilities.</p>
15	<p><u>Operating Expenses:</u> A portion of the cost evaluation is based on contractor's cost breakdown provided for staffing, services, management fees and operations.</p>
15	<p><u>Operating Surplus:</u> A portion of the cost evaluation is based on contractor's proposed percentage-based fee and strategies to maximize net operating income.</p>
15	<p><u>Automation Plan:</u> A portion of the cost evaluation is based on contractor's proposed automation plan, related financing, return on investment and potential savings to operating expenses.</p>

20.0 ADDITIONAL REQUIREMENTS

The Proposer must submit one (1) original and two (2) copies and (1) electronic copy via CD or Memory Drive of their submittal(s) in a sealed envelope. The Proposer must write "Proposer Parking Lot Management for FSO Statewide Submittal - (firm's name). RFP-FSO-PFMS-2018-21-JP" on the outside of the sealed Proposal envelope.

Proposals should be sent by registered mail, certified mail, overnight courier, or by hand delivery. Incomplete proposals and/or proposals received after the deadline may be rejected without review.

Proposers may submit questions to the Judicial Council via e-mail to <mailto:CapitalProgramSolicitations@jud.ca.gov> no later than the date identified on page 2 of this RFP. Please indicate the RFP number and title in the subject line. Contact with the Judicial Council shall be made only through this email address; telephone calls will not be accepted. Please use Attachment G – Form for Submission of Questions, when submitting your questions.

All notices, clarifications, and addenda to this RFP will be posted on <http://www.courts.ca.gov/rfps.htm>

Please monitor that website for all information regarding this RFP; the Judicial Council is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the prospective contractors to remain apprised of changes to the RFP.

21.0 DISABLED VETERAN PARTICIPATION GOALS

The State of California requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBE's). The Judicial Council is subject to this participation goal. The Judicial Council will require that the Selected Contractor demonstrate DVBE compliance and complete Attachment B, DVBE Participation Form, when responding to this RFP and when bidding the Project for Construction. If it would be impossible for the selected Consultant to comply, explanation of why and demonstration of written evidence of a "good faith effort" to achieve participation would be required. Sample information and forms follow as part of the Administrative Rules Governing the Request for Proposals. Information about DVBE resources can be found on the Executive Branch's internal website at <http://www.dgs.ca.gov/default.htm>. or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

Please note that DVBE documentation is not submitted with the Proposal, but is to be submitted only if the Proposer is selected for services. Attachment B, DVBE Participation Form is attached for reference.

ATTACHMENT A
JUDICIAL COUNCIL OF CALIFORNIA

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. *General*

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A Contractor's proposal is an irrevocable offer for 30 days following the deadline for its submission.
2. In addition to explaining the Judicial Council's requirements, the solicitation document includes instructions which prescribe the format and content of proposals. A Proposer must adhere to all instructions provided in the RFP when submitting Proposals.

B. *Errors in the solicitation document*

1. If a Contractor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Contractor shall immediately provide the Judicial Council with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Judicial Council may modify the solicitation document prior to the date fixed for submission of proposals by issuing an addendum to all Contractors to whom the solicitation document was sent.
2. If prior to the date fixed for submission of proposals a Contractor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Judicial Council of the error, the Contractor shall bid at its own risk, and if the Contractor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. *Questions regarding the solicitation document*

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

the proprietary nature of the question, the question will not be answered in this manner and the Contractor will be notified.

2. Proposers interested in responding to the solicitation may submit questions via email to the Solicitations Mailbox, identified on the cover memo of this RFP, on procedural matters related to the RFP or requests for clarification or modification of this solicitation no later than the due date and time, as set forth on the RFP cover memo. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and responses will be made available on the Judicial Council bid website at <http://www.courts.ca.gov/rfps.htm>.

D. Addenda

1. Judicial Council staff may modify the RFP before the final proposal due date and time listed in the timeline of the RFP by issuing an addendum. All addenda will be posted on the Judicial Council's bid website at <http://www.courts.ca.gov/rfps.htm>. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
2. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify Judicial Council staff via email to the Solicitations Mailbox listed on the cover memo of this RFP no later than one day following issuance of the addendum

E. Withdrawal and resubmission/modification of proposals

1. A Contractor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the Judicial Council in writing of its withdrawal. The notice must be signed by the Contractor. The Contractor may thereafter submit a new or modified proposal, provided that it is received at the Judicial Council no later than the proposal due date and time listed on the cover letter of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed on the coversheet of this RFP.

F. Evaluation process

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material

deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.

3. Proposals that contain false or misleading statements may be rejected if in the Judicial Council's opinion the information was intended to mislead the State regarding a requirement of the solicitation document.
4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
5. During the evaluation process, the Judicial Council may require a Contractor's representative to answer questions with regard to the Contractor's proposal. Failure of a Contractor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

G. *Rejection of bids*

1. Before the proposal due date and time listed in the timeline of the RFP, the JBE may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the JBE may reject all proposals and cancel the RFP if the JBE determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the JBE. Judicial Council staff may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. Waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Proposer from full compliance with solicitation document specifications. Judicial Council staff reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the best interest of the Judicial Council and the courts in the State of California. Moreover, Judicial Council staff reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the courts in the State of California.
2. In addition to the right to reject any and all proposals, in whole or in part, Judicial Council staff also reserves the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparing the proposal. The original and one copy of a submitted proposal will be retained for official files and becomes a public record.

H. *Award of contract*

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible Contractor submitting a proposal compliant with all

the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the Judicial Council.

2. The Judicial Council reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

I. Decision

1. Questions regarding the Judicial Council's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate contracting officer.

J. Execution of contracts

1. The Judicial Council will make a reasonable effort to execute any contract based on this solicitation document within 60 days of selecting a proposal that best meets its requirements. However, exceptions taken by a Contractor may delay execution of a contract.
2. A Contractor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form. Upon award of an Agreement, the Agreement shall be signed by the Proposer(s) in two original contract counterparts and returned, along with the required attachments, to Judicial Council staff no later than ten (10) calendar days of receipt of the Agreement from or prior to the end of December 2018. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until executed by both parties and approved by the appropriate Judicial Council official(s). Any work performed prior to receipt of a fully executed agreement shall be at Proposer(s)' own risk. Failure to execute an agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Proposer(s) refuse or fail to execute the Agreement, Judicial Council staff may award the Agreement to the next qualified Proposer(s).

K. Protest

1. The Judicial Council will respond to any protests in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see

www.courts.ca.gov/documents/jbclmanual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for Judicial Council to receive a solicitation specifications protest is the Proposal due date. Protests must be sent to: Judicial Council of California – Branch Accounting and Procurement Attn: Protest Officer 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102 (Indicate RFP-FSO-PFMS-2018-21-JP and Name of Your Firm on lower left corner of envelope.)

L. News releases

1. News releases pertaining to the award of a contract may not be made without prior written approval of the Judicial Council staff.

M. Disposition of materials

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

N. Payment

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
1. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the Agreement between the Judicial Council and the Selected Contractor. The Judicial Council may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withhold may depend upon the length of the project and the payment schedule provide in the agreement between the Judicial Council and the Selected Contractor.

ANTI-TRUST CLAIMS

1. In submitting a proposal, the Proposer offers and agrees that if the proposal is accepted, Proposer will 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 the Proposer for sale to the Judicial Council or Superior Courts pursuant to the proposal. Such assignment shall be made and become effective at the time the Judicial Council or a Superior Court tenders final payment to the Proposer. (See Government Code section 4552.)

2. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid.
3. Upon demand in writing by the Proposer, the Judicial Council shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action. (See Government Code section 4554.)

S. AMERICANS WITH DISABILITIES ACT

The Judicial Council complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to Solicitations Mailbox set forth on the RFP cover memo.

(DVBE forms follow)

ATTACHMENT B

DVBE PARTICIPATION FORM

Contractor Name: _____

RFP Project Title: _____

RFP Number: _____

The State of California Judicial Branch’s goal of awarding of at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project. *Check one:*

Yes _____ *(Complete Parts A & C only)*

No _____ *(Complete Parts B & C only)*

“Contractor’s Tier” is referred to several times below; use the following definitions for tier:

- 0 = Prime or Joint Contractor;
- 1 = Prime subcontractor/supplier;
- 2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A - COMPLIANCE WITH DVBE GOALS

Fill out this Part ONLY if DVBE goal has been met; otherwise fill out Part B.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS SOLICITATION

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

SUBCONTACTORS/SUBCONTRACTORS/CONTRACTORS/SUPPLIERS

1. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

2. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

3. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

I hereby certify that the "Contract Amount," as defined herein, is the amount of \$ _____. I understand that the "Contract Amount" is the total dollar figure against which the DVBE participation requirements will be evaluated.

<i>Firm Name of Contractor</i>	
<i>Signature of Person Signing for Contractor</i>	
<i>Name (printed) of Person Signing for Contractor</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

PART B - ESTABLISHMENT OF GOOD FAITH EFFORT

Fill out this Part ONLY if DVBE goal will not be met but you have made a good faith effort to meet such goal.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS SOLICITATION

1. List contacts made with personnel from state or federal agencies, and with personnel from DVBEs to identify DVBEs.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

2. List the names of DVBEs identified from contacts made with other state, federal, and local agencies.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

3. If an advertisement was published in trade papers and/or papers focusing on DVBEs, attach proof of publication.

<i>Publication</i>	<i>Date(s) Advertised</i>

4. Solicitations were submitted to potential DVBE contractors (list the company name, person contacted, and date) to be subcontractors. Solicitation must be job specific to plan and/or contract.

<i>Company</i>	<i>Person Contacted</i>	<i>Date Sent</i>

5. List the available DVBEs that were considered as subContractors or suppliers or both.
(Complete each subject line.)

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

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PART C – CERTIFICATION *(to be completed by ALL Contractors)*

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in section 1896.61 of Title 2, and section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of section 10115 *et seq.* of the Public Contract Code that establishes the following penalties for State Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY;
FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

<i>Firm Name of Contractor:</i>	
<i>Signature of Person Signing for Contractor</i>	
<i>Name (printed) of Person Signing for Contractor</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

End of Form

ATTACHMENT C LIST OF PARKING FACILITIES

Alhambra Court -	150 Commonwealth Ave. Alhambra, CA 91801
Airport Court -	11701 South La Cienega Blvd Los Angeles, CA 90045
Beverly Hills Court -	9355 Burton Way Beverly Hills, CA 90210
Carol Miller Justice Center -	301 Bicentennial Circle Sacramento, CA 95826
Compton Court -	400 Acacia St Compton, CA 90020
Chatsworth Court -	9375 Penfield Ave Chatsworth, CA 91311
El Monte Court -	11264 East Valley Blvd El Monte, CA 91731
Edelman Children's - Court	201 Centre Plaza Dr Monterey Park, CA 91340
Hollywood Court -	5925 Hollywood Blvd. Los Angeles, CA 90028
Inglewood Court East-	One Regent St Inglewood, CA 90301
Inglewood Court West-	One Regent St Inglewood, CA 90301
Metro Court A-	1945 South Hill St Los Angeles, CA 90007
Metro Court B-	1945 South Hill St Los Angeles, CA 90007
Pasadena Court -	240 Ramona St Pasadena, CA 91001

ATTACHMENT C
LIST OF PARKING FACILITIES (continued)

Pomona South Court -	350 West 7th St Pomona, CA 91766
Santa Barbara Court -	1025 Santa Barbara St. Santa Barbara, CA 93101
San Fernando Court A-	801 3rd St San Fernando, CA 91340
San Fernando Court B-	909 First St San Fernando, CA 91340
San Fernando Court C-	1001 3rd St San Fernando, CA 91340
Van Nuys Court -	6170 Sylmar Ave Los Angeles, CA 91401
West Los Angeles Court -	1633 Purdue St West Los Angeles, CA 90025
Whittier Court -	7621 South Painter Ave Whittier, CA 90602

ATTACHMENT D

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Airport Court
11701 South La Cienega Blvd.
Los Angeles, CA 90045
 - Visitor Parking is Fully Automated and Jury Parking is Man Operated

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a four level above grade and one level below grade parking structure with an adjacent surface lot. Public parking is controlled by pay by space station. The facility has two entrance and two exit lanes.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 7:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 470

FACILITY DETAILS:

- Building Levels – 5
- Stairwells – 2
- Elevators – 2
- Escalators – 0
- Restrooms – 1
- Attendant Booth – 1
- Office – 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Alhambra Court
150 Commonwealth Ave.
Alhambra, CA 91801

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a surface lot with two exit lanes. The employee lane on the West side has a key card reader. Patrons pay a flat daily rate.

DAYS & HOURS OF OPERATION:

- Monday, through Friday
- 7:00 AM to 4:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public/Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 299

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Beverly Hills Court
9355 Burton Way.
Beverly Hills, CA 90210

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a three level below grade parking structure. The facility has one entrance and one exit lane. The facility is equipped with a card reader for afterhours entry of employees.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 5:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 242

FACILITY DETAILS:

- Building Levels – 3
- Stairwells – 5
- Elevators – 2
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Carol Miller Justice
301 Bicentennial Circle.
Sacramento, CA 95826
 - Fully Automated

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is surface lot. The facility has one entrance and one exit.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Juror
 - Employee
 - Visitors
- Parking Spaces:
 - 285

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 0
- Office - 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Chatsworth Court
9375 Penfield Ave.
Chatsworth, CA 91311

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a surface lot. The facility has two entrances and one exit.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 4:30 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 750

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 2
- Office - 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Compton Court
400 Acacia St.
Compton, CA 90020

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a five level above grade parking structure. The facility has three entrance and one exit lane.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 7:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 1,044

FACILITY DETAILS:

- Building Levels – 5
- Stairwells – 4
- Elevators – 2
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 2
- Office - 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Edmund D. Edelman Children’s Court
201 Centre Plaza Drive.
Monterey Park, CA 91754

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a five-level above grade and one level below grade parking structure. The facility has two entrance lanes, two exit lanes and one reversible lane. Employee parking access is controlled by a key card reader.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 6:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Authorized Visitor
- Parking Spaces:
 - 1,009

FACILITY DETAILS:

- Building Levels – 6
- Stairwells – 3
- Elevators – 2
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 2
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – El Monte Court
11264 Valley Blvd.
El Monte, CA 91731

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a two-level above-grade parking structure. The facility has one employee entrance, one visitor entrance, and two exit lanes.

DAYS & HOURS OF OPERATION:

- Monday, 1st of month (Night Court)
- 4:00 PM to 9:00 PM
- Monday through Friday
- 7:00AM to 4:30PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 395

FACILITY DETAILS:

- Building Levels – 2
- Stairwells – 3
- Elevators – 0
- Escalators – 0
- Restrooms – 1
- Attendant Booth – 0
- Office – 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Hollywood Court
5925 Hollywood Blvd.
Los Angeles, CA, 91731

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a surface lot. The facility has one entrance and one exit lane.

DAYS & HOURS OF OPERATION:

- N/A (Currently Closed)

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
- Parking Spaces:
 - 40

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 0
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Inglewood Court East
One Regent Street
Inglewood, CA 90301

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- Three level above grade Parking Facility with one entrance and one exit lane. Patrons pre-pay a flat daily fee upon entry. Employee and monthly parking is controlled by permit.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00AM TO 6:00PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Juror Overflow
 - Employee
 - Authorized Visitor
- Parking Spaces:
 - 366

FACILITY DETAILS:

- Building Levels – 3
- Stairwells – 5
- Elevators – 1
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office - 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Inglewood Court West
One Regent Street
Inglewood, CA 90301

TYPE OF PARKING FACILITY:

- Management Fee

DESCRIPTION:

- The facility is a three level above grade parking structure. The facility has one entrance and one exit lane. Employee parking is controlled by permit.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00AM TO 4:30PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 452

FACILITY DETAILS:

- Building Levels – 3
- Stairwells – 4
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Metropolitan Court A
1945 South Hill Street
Los Angeles, CA 90007

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a surface lot. The facility has one entrance and one exit lane. Patrons pre-pay the full day fee and may receive a refund upon exit from the cashier.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:30AM to 4:30PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
- Parking Spaces:
 - 61

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office - 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Metropolitan Court B
1945 South Hill Street
Los Angeles, CA 90007

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a three level below grade parking structure. The facility has three entrance and two exit lanes. The north entrance is for employees and is controlled by a key card reader.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 5:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Employee
 - Visitor
 - Juror
- Parking Spaces:
 - 937

FACILITY DETAILS:

- Building Levels – 3
- Stairwells – 6
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office - 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Pasadena Court
240 Ramona Street.
Los Angeles, CA 91001

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a five level above grade parking structure. The facility has two entrance and one exit lanes.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 7:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Authorized Visitor
- Parking Spaces:
 - 965

FACILITY DETAILS:

- Building Levels – 5
- Stairwells – 5
- Elevators – 1
- Escalators – 0
- Restrooms – 1
- Attendant Booth – 1
- Office - 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Pomona South Court
350 West 7th Street.
Pomona, CA 91766

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- This facility is a surface lot with two entrances and exit lanes. Patrons pay a flat daily fee upon entry.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 508

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office - 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – San Fernando Court A
801 3rd Street
San Fernando, CA 91340

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a surface lot. The facility has one entrance and one exit lane.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
- Parking Spaces:
 - 241

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – San Fernando Court B
909 First Street.
San Fernando, CA 91340

TYPE OF PARKING FACILITY:

- Management Fee

DESCRIPTION:

- The facility is a surface lot. The facility has two entrance and three exit lanes.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Employee
- Parking Spaces:
 - 82

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 0
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – San Fernando Court C
1001 3rd Street.
San Fernando, CA 91340

TYPE OF PARKING FACILITY:

- Management Fee

DESCRIPTION:

- The facility is a surface lot. The facility has one entrance and one exit lane.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Juror
- Parking Spaces:
 - 165

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Santa Barbara Court
1025 Santa Barbara St.
Santa Barbara, CA 93101

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility has three surface lot. The facility has three entrance and three exit lane.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM
- Monthly Parking Only

USAGE & NUMBER OF SPACES:

- Usage:
 - Monthly Parker
- Parking Spaces:
 - 73

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 0
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – West Los Angeles Court
1633 Purdue Street.
West Los Angeles, CA 90025

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a surface lot. The facility has one entrance and one exit lane.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM
- Monthly Parking Only

USAGE & NUMBER OF SPACES:

- Usage:
 - Monthly Parkers
- Parking Spaces:
 - 88

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Whittier Court
7621 South Painter Avenue.
Whittier, CA 90602

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a three level above grade parking structure. The facility has one entrance and one exit lane.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00AM to 4:00PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
- Parking Spaces:
 - 247

FACILITY DETAILS:

- Building Levels – 3
- Stairwells – 2
- Elevators – 0
- Escalators – 0
- Restrooms – 1 (Out of Service)
- Attendant Booth – 0
- Office - 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility - Van Nuys Court
6170 Sylmar Ave.
Los Angeles, CA 91401

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a four level above ground parking structure. The facility has two entrance and two exit lanes. Secured employee parking is located on the lower level and is controlled with key cards it has one entry lane and three exit lanes.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 7:00PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 1,356

FACILITY DETAILS:

- Building Levels –4
- Stairwells –4
- Elevators –0
- Escalators –0
- Restrooms – 1
- Attendant Booth –2
- Office - 1

END OF ATTACHMENT D

ATTACHMENT E PRICE PROPOSAL FORM

The following prices shall be applicable throughout the full term of the Agreement, including its extensions or reinstatements. Include a schedule indicating the components of the proposed fee (i.e. accounting, overhead, profit, etc.)

Courthouse	Address	Monthly Management Fee	Monthly Percentage-Based Fee
Airport Court	11701 South La Cienega Bl Los Angeles, CA 90045		% Revenue Share
Alhambra Court	150 Commonwealth Ave. Alhambra, CA 91801		% Revenue Share
Beverly Hills Court	9355 Burton Way Beverly Hills, CA 90210		% Revenue Share
Carol Miller Justice Center	301 Bicentennial Circle, Sacramento, CA 95826		% Revenue Share
Chatsworth Court	9375 Penfield Ave Chatsworth, CA 91311		% Revenue Share
Compton Court	400 Acacia St Compton, CA 90020		% Revenue Share
Edelman Children's Court	201 Centre Plaza Dr Monterey Park, CA 91340		% Revenue Share
El Monte Court	11264 East Valley Blvd El Monte, CA 91731		% Revenue Share
Hollywood Courthouse	5925 Hollywood Blvd. Hollywood, CA 90028		% Revenue Share
Inglewood Court East	One Regent Street Inglewood, CA 90301		% Revenue Share
Inglewood Court West	One Regent Street Inglewood, CA 90301	\$ Management Fee	

Metro Court A	1945 South Hill Street Los Angeles, CA 90007		%
			Revenue Share
Metro Court B	1945 South Hill Street Los Angeles, CA 90007		%
			Revenue Share
Pasadena Court	240 Ramona St Pasadena, CA 91001		%
			Revenue Share
Pomona Courthouse South	350 West 7th St Pomona, CA 91766		%
			Revenue Share
San Fernando Court A	801 3rd St San Fernando, CA 91340		%
			Revenue Share
San Fernando Court B	909 First St San Fernando, CA 91340	\$	
		Management Fee	
San Fernando Court C	1001 3rd St. San Fernando, CA 91340	\$	
		Management Fee	
Santa Barbara Court	1025 Santa Barbara Street Santa Barbara, CA 93101		%
			Revenue Share
Van Nuys Court East	6170 Sylmar Ave Los Angeles, CA 91401		%
			Revenue Share
West Los Angeles Court	1633 Purdue St West Los Angeles, CA 90025		%
			Revenue Share
Whittier Court	7621 South Painter Ave Whittier, CA 90602		%
			Revenue Share

Notes:

The Contractor shall not charge nor shall the State pay any overtime rate. No additional charges, consulting fees or retainers will apply.

END OF ATTACHMENT E

ATTACHMENT E-1
PRICE PROPOSAL FOR AUTOMATION

Courthouse	Equipment Type	Equipment Cost	ROI/Amortization Schedule Negotiate in Agreement	No. of Spaces
Alhambra Court				299
Beverly Hills Court				242
Chatsworth Court				750
Compton Court				1,044
Edelman Children's Court				1,009
El Monte Court				395
Inglewood Court East				366
Metro Court A				61
Metro Court B				937
Pasadena Court				965
Pomona Courthouse South				508
San Fernando Court A				241
Van Nuys Court East				1,356
Whittier Court				241

END OF ATTACHMENT E-1

ATTACHMENT F (SAMPLE AGREEMENT)

EXHIBIT A

STANDARD PROVISIONS

1. Indemnification

Contractor will defend (with counsel satisfactory to the JUDICIAL COUNCIL or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the JUDICIAL COUNCIL's prior written consent, which consent shall not be unreasonably withheld; and the JUDICIAL COUNCIL shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

JUDICIAL COUNCIL

2. Relationship of Parties

Contractor and its employees and Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Judicial Council.

3. Termination for Cause

The Judicial Council may terminate this Agreement and be relieved of the payment of any consideration to Contractor for any Work not yet completed and accepted if Contractor fails to perform as specified in this Agreement at the time and in the manner provided. If the Agreement is terminated, the Judicial Council may proceed with the Work in any manner it deems proper. The cost of any Work already performed by the Contractor, or that is in the process of being performed based on instructions from the Judicial Council, will be payable by the Judicial Council upon the presentation of an appropriate invoice by the Contractor, and the approval of said invoice by the Judicial Council, as provided for in Exhibit C, Payment Provisions.

Should the Judicial Council fail to pay the Contractor as provided for in Exhibit C, Payment Provisions the Contractor may cease to complete any further Work until such time as any invoices that are in arrears are paid.

4. No Assignment

Without the written consent of the Judicial Council, Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to Contractor under this Agreement shall in no event exceed the Contract Amount. Contractor shall be paid in accordance with the Payment Provisions set forth in Exhibit "C" of this Agreement. The Judicial Council's payments to Contractor pursuant to this section shall constitute full compensation for all of Contractor's time, materials, costs and expenses incurred in the performance of this Agreement.

END OF EXHIBIT A

ATTACHMENT F
EXHIBIT B

SPECIAL PROVISIONS

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “**Administrative Director**” refers to that individual or authorized designee, empowered by the Judicial Council to make final and binding executive decisions on behalf of the Judicial Council.
- B. “**Amendment**” means a written document issued by the Judicial Council and signed by Contractor which alters the Agreement and which identifies the following: (1) a change in the Work; (2) an adjustment to the Agreement terms.
- C. “**Business Day**” means days of the week excluding Saturday and Sunday, as well as Contractor’s pre-established and published holidays applicable to its employees.
- D. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Judicial Council’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- E. The “**Agreement**” constitutes the entire integrated agreement between the Judicial Council and Contractor, and includes the contract documents, and exhibits, incorporated by reference into a fully executed Judicial Council Standard Agreement form. The term “**Contract**” may be used interchangeably with the term “**Agreement**.”
- F. “**Contract Amount**” means the total amount encumbered under this Agreement for payment by the Judicial Council to Contractor for performance of all Work and reimbursement of all expenses, in accordance with the Contract Documents.
- G. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof,

including joint ventures used contracting with the Judicial Council to do the Contract Work. Contractor is one of the parties to this Agreement. For purposes of this Agreement, the term **“Manager”** may be used interchangeably with Contractor.

- H. **“Court(s)”** or **“Trial Court(s)”** means one or more of the fifty-eight (58) superior courts in the California Judicial Council trial court system.
- I. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- J. **“Day”** means calendar day.
- K. **“Deliverables”** means the work product Contractor will deliver to the Judicial Council as set forth in Exhibit E, Statement of Work.
- L. **“Expenses”** means and includes both Travel and Living Expenses and Reimbursable Expenses.
- M. **“Firm Fixed Price”** means a single fixed amount or amounts designated as payment for a Deliverable or Deliverables.
- N. **“Firm Fixed Price Basis”** means that the Contractor shall receive, as full and complete compensation for the provision of Deliverable(s), Firm Fixed Price(s), which shall constitute complete compensation for all costs, expenses, and efforts incurred by Contractor in provision of the Deliverable(s).
- O. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither Contractor nor the Judicial Council are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
 - i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- P. **“Hourly Basis”** means that Contractor shall be paid at an hourly rate for each such hour of authorized Work actually performed.
- Q. **“Key Personnel”** refers to Contractor’s personnel or personnel of Subcontractors that are named in this Agreement, whom the Judicial Council has approved to perform specific Work. Qualifications of Key Personnel are

provided in any resumes set forth in or attached to this Agreement. Work and roles of Key Personnel are as set forth in this Agreement.

- R. “**Notice**” means a written document as required by this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- S. “**Project**” refers to all activity executed under this Agreement, including the Work of Contractor and its Subcontractors and the responsibilities of the Judicial Council and the Judicial Council’s representatives.
- T. “**Reimbursable Expenses**” means specific expense(s) incurred or to be incurred by Contractor and/or its Subcontractor(s) in pursuit of performance of the Work.
- U. “**Service(s)**” means and includes action(s) that shall be performed by the Contractor’s or its Subcontractor’s employees, as defined in Exhibit E, Statement of Work. Services may or may not result in the provision of Deliverables.
- V. The “**Judicial Council**” refers to the Judicial Council of California**JUDICIAL COUNCIL**. For purposes of this Agreement, the term “**Client**” may be used interchangeably with the terms Judicial Council and Judicial Council of California**JUDICIAL COUNCIL**.
- W. “**Statement of Work**” means and includes a description of Services and Deliverables to be provided according to this Agreement.
- X. “**Judicial Council Standard Agreement**” means the form used by the Judicial Council to enter into agreements with other parties. An originally signed, fully executed version of the Judicial Council Standard Agreement form, together with the integrated Contract Documents, shall constitute the “**Agreement**”.
- Y. “**Subcontractor**” shall mean and include any individual, firm, partnership, agent, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of this Agreement. When **the Judicial Council** refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, agents, suppliers, and/or materialmen.

- Z. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, that is not a party to this Agreement.
- AA. **“Time and Materials Not to Exceed Basis”** means that the Contractor shall be compensated for Work actually performed on an Hourly Basis.
- BB. **“Travel and Living Expenses”** means expenses for travel and living costs incurred or to be incurred by Contractor’s employees or Contractor’s Subcontractor’s employees in pursuit of performance of the Work, as further specified in Exhibit C.
- CC. **“Work”** means and includes the provision of Services alone and/or Services that result in the provision of Deliverables.

2. Manner of Performance of Work

Contractor shall provide, and shall act to ensure that its Subcontractors shall provide that all Work specified in the Agreement is performed to the Judicial Council's satisfaction, in compliance with the standards specified in Exhibit E, and in compliance with the Item #23 Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Standard of Professionalism

Contractor shall conduct all Work consistent with professional standards for the industry and type of work being performed under the Agreement.

4. Services Warranties

- A. Contractor warrants and represents that its employees and its Subcontractors employees assigned to perform Services under this Agreement have the appropriate required credentials in the specified area(s) of competence required by the regulations cited in Exhibit D; or, if no credentials are cited in Exhibit D, the skills, training, and background reasonably commensurate with his or her level of performance or responsibility so as to be able to perform in a competent and professional manner in accordance with generally accepted industry standards.
- B. All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, customer agencies, and any other recipients of the Services provided hereunder.
- C. Contractor warrants that the Services will be performed on time and according to the applicable schedule.
- D. Contractor warrants that the Services to be provided hereunder will conform to the requirements of the Judicial Councilment of Work of this Agreement. This warranty shall begin upon the date of the Judicial Council’s final

payment for the Services, and shall extend for a period of 180 Days thereafter (“Warranty Period”). If the Judicial Council identifies defect(s) in the Services provided during the Warranty Period, Contractor shall either re-perform the Services or otherwise remedy the defect to the satisfaction of the Judicial Council. Contractor shall (unless a longer period is agreed to in writing with the Judicial Council’s Project Manager) have a period of ten (10) Business Days following receipt of Notice of the existence of a defect, in which to provide a cure. In no event shall the Judicial Council be responsible for any costs incurred by Contractor to remedy any deficiencies in the Services

- E. All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, the JUDICIAL COUNCIL(s), the Counties and/or any other customer agencies or other beneficiaries of the Services provided hereunder.

5. Limitation on Publication

Contractor shall not, and shall ensure that its Subcontractors shall not publish or submit for publication any article, press release, or other writing relating to Contractor's services for the Judicial Council without prior review and written permission by the Judicial Council.

6. Contractor's Personnel

- A. Contractor shall provide all personnel and Subcontractor personnel necessary to provide the Work authorized under this Agreement.
- B. Contractor and/or its Subcontractors shall provide certain Key Personnel, including Contractor’s Project Manager(s), to perform certain Work set forth in this Agreement.
- C. Contractor’s Project Manager shall:
 - i. Serve as the primary contact with the Judicial Council’s Project Manager and personnel;
 - ii. Manage the day to day activities of Contractor and its Subcontractor’s personnel;
 - iii. Identify the appropriate resources needed;
 - iv. Plan and schedule the Work;
 - v. Meet budget and schedule commitments;
 - vi. Provide Progress Reports in accordance with this Agreement; and
 - vii. Act to ensure the overall quality of the Work performed.
- D. If any of Key Personnel assigned to a Project, through no cause or fault of Contractor, become unavailable to perform Work, Contractor shall immediately provide replacement Key Personnel, possessing equivalent or greater experience and skills as required by this.

7. Background Checks

- A. If the Contractor assigns persons (whether employees, independent contractors, subcontractors or agents) to perform work under this Agreement that requires that the person have access to the systems (whether on-site or by remote access) or premises of the JUDICIAL COUNCIL or other Judicial Branch entities, the JUDICIAL COUNCIL shall have the right, but not the obligation, to conduct a background check or to require the Contractor to conduct a background check, as permitted by law, on all such persons before the JUDICIAL COUNCIL will grant to such persons access to the JUDICIAL COUNCIL's or other judicial branch entities' premises or systems. The Contractor will cooperate with the JUDICIAL COUNCIL in performing such background check, and will promptly notify the JUDICIAL COUNCIL of any such person refusing to undergo such background check, and will reassign such person to perform other services. The Contractor shall obtain all releases, waivers, or permissions required for the release of such information to the JUDICIAL COUNCIL (ATTACHMENT I).

8. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions, article 3, the Judicial Council may terminate this Agreement for convenience and without cause at any time upon providing Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, Contractor shall promptly discontinue all Work affected unless the Notice specifies otherwise.
- B. If the Judicial Council terminates this Agreement other than for cause, the Judicial Council shall pay Contractor for the fair value of satisfactory Work rendered before the termination.

9. Judicial Council's Obligation Subject to Availability of Funds

- A. The Judicial Council's obligation under this Agreement is subject to the availability of authorized funds. The Judicial Council may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the Judicial Council, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the Judicial Council may terminate this Agreement in whole or in part, upon written Notice to Contractor. Such termination shall be in addition to the Judicial Council's rights to terminate for convenience or default.

- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The Judicial Council will be liable only for payment in accordance with the terms of this Agreement for Work provided prior to the effective date of termination; and
 - ii. Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.

- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

10. Rights and Remedies:

- i. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JUDICIAL COUNCIL immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the JUDICIAL COUNCIL may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the JUDICIAL COUNCIL's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
- ii. *Replacement.* If the JUDICIAL COUNCIL terminates this Agreement in whole or in part for cause, the JUDICIAL COUNCIL may acquire from third parties, under the terms and in the manner the JUDICIAL COUNCIL considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JUDICIAL COUNCIL for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the JUDICIAL COUNCIL for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JUDICIAL COUNCIL. Contractor shall continue any Services not terminated hereunder.
- iii. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the JUDICIAL COUNCIL with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any JUDICIAL COUNCIL-provided materials in its possession, custody, or control. In the event of any termination of this

Agreement, the JUDICIAL COUNCIL shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the JUDICIAL COUNCIL's termination is not for cause, the JUDICIAL COUNCIL shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the JUDICIAL COUNCIL's termination Notice.

11. Notice:

A. Any Notice of breach required by or with regard to this Agreement shall be in writing and shall be delivered as follows:

B. Notice to the JUDICIAL COUNCIL shall be directed to:

To the Judicial Council:

With a copy to:

Judicial Council of California
Attn: Christine Powlan
Branch Accounting and Procurement
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

C. Notice to Contractor shall be directed to: TBD

12. Assignment and Subcontracting

Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Judicial Council. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

13. Changes and Amendments

A. This Agreement may only be amended or modified by a written document signed by authorized representatives of JUDICIAL COUNCIL and Contractor. Requests for changes or Amendments to any component of the Contract Documents, can be made only with prior written approval from:

Judicial Council of California
Attn: Christine Powlan
Branch Accounting and Procurement
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

CONTRACTOR: TBD

- B. Requests for said changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After a review of the request, a written decision shall be provided to Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a Judicial Council Standard Agreement.

14. Accounting System Requirement

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

15. Retention of Records

Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with California Judicial Council and Federal law, a minimum retention period being no less than three (3) years. The retention period starts from the date of the submission of the final payment request. Contractor is also obligated to protect Data adequately against fire or other damage.

16. Audit

- A. Subject to applicable medical privacy statutes, Contractor shall permit the authorized representative of the Judicial Council or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the Judicial Council under this Agreement. Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.

16. Protection of Persons and Property

- A. Safety of Persons and Property
 - i. The Contractor shall initiate, maintain and supervise all safety precautions and

programs in connection with the performance of the Work, and shall make all employees engaged in the performance of the Work aware of all Project safety, fire, and health requirements and regulations including the appropriate use of personal protective equipment.

- ii. The Contractor shall prior to the provision of the Services, submit to the JUDICIAL COUNCIL a written plan for Project site safety that is compliant with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety and protection of persons and property from damage, injury or loss.
- iii. The Contractor shall take precautions for safety and provide protection to prevent damage, injury or loss to:
 - Employees performing work at the a designated parking facility and other persons who may be affected thereby;
 - The parking facility and materials and equipment at the facility under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - Other property at the parking facility, or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, stairways, passageways, roadways, structures, equipment, and utilities.
- iv. The Contractor shall at all times conduct its provision of the Services to minimize inconvenience to the general public and to ensure the protection of persons and business adjacent to the Project site so as to minimize interference with their daily lives and operations.
- v. If required by the local jurisdiction having authority, or by safe work practice, and with the prior agreement of the JUDICIAL COUNCIL, the Contractor shall hire appropriate law enforcement personnel to control public vehicle traffic during periods of extraordinary facility operations, deliveries, or construction vehicles leaving or entering the parking facility.
- vi. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities, including posting danger signs and other warnings against hazards, bearing on the safety of persons or property, or their protection from damage, injury or loss.
- vii. When conditions of the Work, in the judgment of the JUDICIAL COUNCIL, present unreasonable risk of injury or death to persons or property damage, the JUDICIAL COUNCIL, may direct the Contractor to close down the parking facility and not commence operations again until all dangerous conditions are eliminated.

B. Emergencies and Reporting of Accidents or Claims

- i. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's sole discretion, to prevent any threatened damage, injury or loss.
- ii. Contractor will report to the JUDICIAL COUNCIL in writing, within 24 hours of an occurrence, using forms provided, or approved, by the JUDICIAL COUNCIL all accidents, injuries, property damage, or any significant event that may have resulted in injury or property damage. The written reports will be sent to the JUDICIAL COUNCIL Project Manager and the JUDICIAL COUNCIL Senior Facilities Risk Manager.

C. Prohibited Substance of Materials

- i. The Contractor is prohibited from using or storing any toxic or hazardous material at a parking facility, including, but not limited to, asbestos, asbestos containing material or product, polychlorinated bi-phenyls (PCB), lead contaminated material, or any substances that are regulated by any governmental entity.
- ii. If the Contractor encounters what would reasonably be believed to be toxic or hazardous materials at a parking facility, the Contractor will immediately inform the JUDICIAL COUNCIL and will cease all operations in the affected area until the possible hazardous materials have been identified, and if required removed or rendered harmless.

17. Insurance and Waiver of Claims

A. Insurance Requirements. The Contractor shall furnish to the Judicial Council evidence of insurance as follows:

- i. Commercial General Liability. Commercial General Liability Insurance (or comparable Garage Liability insurance) provided on an occurrence form with limits of not less than \$5,000,000. per occurrence, and a \$5,000,000. annual aggregate limit of liability. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, liability assumed under an insured contract. The policy may include a sublimit of not less than \$100,000 per occurrence for damage to the property resulting from damage to the parking facility. If a Garage Liability insurance policy is used to provide all or a part of the required commercial general liability insurance the coverage provided must include all of the applicable coverage grants found within the commercial general liability insurance policy and the definition of covered "Auto" must include all land motor vehicles, trailers or semi-trailers.
- ii. Workers' Compensation/Employer's Liability. Statutory workers' compensation insurance, including special coverage extensions, for all of Contractor's employees who will be engaged in the performance of the

Services, and employer's liability with limits not less than \$1,000,000. for each accident, \$1,000,000. as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.

- iii. Automobile Liability. If an automobile is used in the performance of the Services Automobile liability insurance with limits of not less than \$2,000,000. per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Work.
- iv. Garagekeepers Liability: Garagekeepers Liability insurance written on an occurrence form with limits of not less than \$2,000,000. per occurrence specific to each parking facility managed under this agreement. The insurance shall cover damage to customer's vehicles in the care, custody and control of the contractor. Each policy must include coverage for collision, overturn, and comprehensive perils, and be provided on legally liable basis.
- v. Excess/Umbrella Insurance. Contractor may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.
- vi. *Commercial Crime Insurance.* This policy is required only if Contractor handles or has regular access to the JBE's funds or property of significant value to the JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$[Dollar amount].

B. General Policy Conditions:

- i. Deductibles and Self-Insured Retentions. Contractor is responsible for and may not recover from the JUDICIAL COUNCIL, including its elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, as an additional reimbursable expense, any deductible or self-insured retention that is connected to the insurance required under this section 18.
- ii. Certificates of Insurance. Contractor will provide the JUDICIAL COUNCIL with certificates of insurance satisfactory to the JUDICIAL COUNCIL, evidencing that all required insurance is in force before Contractor performs any Services, and provide complete copies of each policy upon request.
- iii. Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating

of A-/VII or better that is authorized to transact business in the Judicial Council.

- iv. With respect to commercial general liability automobile liability, garage liability, and garagekeepers liability insurance the policies must be endorsed to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Judicial Council of California, Judicial Council of California, the Judicial Council of California, or or any superior courts and appellate courts of the Judicial Council of California , including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents.
- v. Waiver of Recovery. Contractor waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, automobile liability, garage liability, and garage keepers liability to also waive any right of recovery it may have against any of the Judicial Council of California, Judicial Council of California, the Judicial Council of California, any superior courts and appellate courts of the Judicial Council of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, agents and volunteers for liability arising out of the Services performed by Contractor under this Contract.
- vi. Cancellation. Contractor will require an endorsement to each insurance policy required under section 18 that the insurance will not be materially changed or cancelled without 30 days notice to the JUDICIAL COUNCIL.
- C. Waiver of Claims: The Judicial Council, the Judicial Council of California, the Judicial Council of California, the superior courts and appellate courts of the Judicial Council of California, and any of their officers, employees, and agents (collectively, "Judicial Council Entities") shall not be liable for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the negligence or intentional misconduct of the Judicial Council Entities. Contractor and Subcontractors hereby waive all claims and their respective insurers waive all rights of subrogation against the Judicial Council Entities for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, in or about the Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the negligence or intentional misconduct of the Judicial Council Entities. Neither the Judicial Council, nor any officer or employee of the Judicial Council, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work;

- D. NO PERSONAL LIABILITY: Neither the Judicial Council, nor any other officer or employee of the Judicial Council will be personally responsible for liabilities arising under the Contract.

18. Confidentiality

- A. Both the Judicial Council and Contractor acknowledge and agree that in the course of performing the Work under this Agreement, that each may disclose to the other Confidential Information.
- B. Both the Judicial Council and Contractor agree not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that Contractor may disclose the Judicial Council's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the Judicial Council that are performing Work authorized under this Agreement. All such employees and Subcontractors of Contractor shall have executed a confidentiality agreement with Contractor requiring a promise of confidentiality concerning Contractor's clients and business.
- C. Neither the Judicial Council nor Contractor shall acquire right or title to the Confidential Information. Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, both the Judicial Council and Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.
- D. The Judicial Council reserves the right to disclose all Work provided under this Agreement to third parties for the purpose of validation of the Work.
- E. Contractor shall bind its Subcontractors to provisions of confidentiality with regard to the Confidential Information disclosed that are not less strict than those assumed by Contractor hereunder.

19. Permits and Licenses

The Contractor shall observe and comply, and shall ensure that its Subcontractors observe and comply with all federal, Judicial Council, city, and county laws, rules, and regulations affecting Contractor and its Subcontractor(s) performance of the Work provided under this Agreement. The Contractor shall procure and keep in full force and effect, and shall ensure that its Subcontractors procure and keep in full force and effect, during the Term of this Agreement, all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

20. Conflict of Interest

A. Contractor shall ensure that its officers and employees shall not participate in proceedings that involve the use of Judicial Council funds or that are sponsored by the Judicial Council if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. Contractor and its officers and employees shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement. Contractor agrees that it shall bind its Subcontractors to conflict of interest provisions not less strict than those provided here.

B. Contractor shall certify and shall require its Subcontractors to certify that:

Former Judicial Council employees will not be awarded a contract for (a) two (2) years from the date of separation if that employee had any part in the decision making process relevant to this Agreement, or (b) for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as this Agreement within the twelve (12) month period of his or her separation from Judicial Council service.

21. Covenant Against Gratuities

Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, Subcontractor or representative of Contractor, to any officer, official, agent, or employee of the Judicial Council with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, the Judicial Council will have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by the Judicial Council in procuring, on the open market, any Work which Contractor agreed to supply, which shall be borne and paid for by Contractor. The rights and remedies of the Judicial Council provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

22. National Labor Relations Board

By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the Judicial Council of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of the National Labor Relations Board.

23. Drug-Free Workplace

Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

24. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBE if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- A. Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- B. Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.
- C. No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- D. No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- E. No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- F. No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- G. Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- H. Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- I. No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- J. Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- K. Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for

employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

- L. **National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

25. **Provisions Applicable to Certain Agreements. The provisions in this section are applicable only to the types of orders specified in the first sentence of each subsection. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.**

- A. **Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
- B. **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.
- C. **Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D. **Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies

in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

- E. **Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).
- F. **Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.
- G. **Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- H. **Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and

employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

- I. **Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The JBE may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
- J. **DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
- K. **Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the JBE 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 JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE 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 JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

- L. **Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.
- M. **Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- N. **Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The JBE may, at its option, repair any

damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.

O. **Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the JBE. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

P. **Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.

26. **Small Business Preference Commitment.** *This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement*

27. Governing Law; Jurisdiction

This Agreement, and all of the rights and duties of Contractor and the JUDICIAL COUNCIL arising out of or related to this Agreement or to the relationship of Contractor and the JUDICIAL COUNCIL, are governed by the laws of the State of California without regard to its conflicts of law rules. This provision applies to all claims and causes of action that Contractor has or may acquire against the JUDICIAL COUNCIL, whether based on contract, tort, statute, or anything else. Contractor agrees that any claims it has or may acquire against the JUDICIAL COUNCIL shall be commenced in and decided exclusively by a court of competent jurisdiction located in the State of California. Contractor agrees to submit to the personal and exclusive jurisdiction of courts located in the State of California. Contractor waives all defenses and arguments that the JUDICIAL COUNCILS located in the State of California constitute an inconvenient forum based upon the residence or domicile of

Contractor, the location of the Project that is the subject of the litigation or the location of witnesses, the location of documents, or anything else.

28. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

29. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

30. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

31. Survival

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

32. GAAP Compliance. Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

33. Force Majeure. Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.

34. Follow-On Contracting. No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

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

36. Headings; Interpretation. All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including,

without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

37. Time of the Essence. Time is of the essence in Contractor’s performance under this Agreement.
38. Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.
39. Acceptance or Rejection. All Services, and Deliverables are subject to acceptance by the Judicial Council. The Judicial Council may reject any Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Judicial Council). If the Judicial Council rejects any Service or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Service, or Deliverable at no expense to the Judicial Council to correct the relevant deficiencies and shall redeliver such Service or Deliverable to the Judicial Council within ten (10) business days after the Judicial Council’s rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Service or Deliverable. The Judicial Council may terminate that portion of this Agreement which relates to a rejected Service, or Deliverable at no expense to the Judicial Council if the Judicial Council rejects that Service or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies
40. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a written amendment to this Agreement.

END OF EXHIBIT F

ATTACHMENT G

#	RFQ Reference	Question	Answers
1			
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**Parking Lot Management for FSO Statewide
RFP-FSO-PFMS-2018-21-JP**

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JUDICIAL COUNCIL
OF CALIFORNIA



Internal Background Check Policy

Security Operations' Contractor Clearance Program

Title: Background Checks for Contractors Working on the Judicial Council's Behalf in Restricted Areas

Contact: Security Operations (SO) unit

Policy Statement: Judicial Council staff must adhere to this policy and related procedures to comply with the Federal Bureau of Investigation (FBI) security policy for personnel who have access to criminal justice information and the California Department of Justice (CA DOJ) regulations for the California Law Enforcement Telecommunications System (CLETS).

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WHO MUST COMPLY WITH THIS POLICY?

This policy applies to:

- Judicial Council (council) divisions, offices, and/or units that contract for non-council employees to work on the council's behalf;
- Council staff who work with those individuals (for example, the project managers); and
- Council staff who work on any contracts or agreements that provide for non-council employees to perform work on the council's behalf.

WHAT IS THE POLICY?

Council staff must do all of the following:

1. Ensure that each "Contractor" is fingerprinted, evaluated, and badged *before* he or she is allowed unescorted access to a "Restricted Area." A person who has not met these requirements may only enter a Restricted Area during an "Emergency Situation" and:
 - a. must be escorted at ALL times by someone who has met these requirements; or
 - b. must be found suitable for unescorted access to Restricted Areas by the court, in compliance with FBI *Criminal Justice Information Services Security Policy* and CA DOJ regulations for CLETS found in *CLETS Policies, Practices and Procedures*.
2. Adhere to the SO procedure for background check services, which is referenced at the end of this policy under Additional Resources.
3. Ensure that contracts, agreements, and related documents do not contradict or counteract this policy or the related SO procedure.

Definition of Contractor

For the purposes of this policy and related SO services, any person who either contracts with the council or is employed through a third party who contracts with the council *who provides services* under that contract at a court or the California Court Technology Center (CCTC).

This excludes contractors and agencies who do not receive payment for services from the council. It also excludes employees of entities that are able to do fingerprint-based background checks that are submitted to the CA DOJ. Those entities are responsible for performing their own background checks of their employees. SO only provides background checks to employees of private contractors who cannot do fingerprint-based background checks that are submitted to the CA DOJ (as commercially-available searches will not suffice).

Definition of Restricted Area

For the purposes of this policy, any area of either the CCTC or a court facility which:

1. contains a means to connect to FBI and CA DOJ criminal databases via CLETS; *or*
2. contains any records or information (transported, processed, or stored in physical or electronic format) that were obtained via CLETS.

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The definition of Restricted Area also applies to electronic access to network and computing components where CLETS data is transported or stored in a physical or electronic format.

Definition of Emergency Situation

For the purposes of this policy, any condition arising from a sudden or unexpected occurrence in which prompt services are needed *to avoid or minimize* the impact on the CCTC, court facility, or the council staff's ability to do the following:

- Ensure the safety and security of people occupying and visiting the facility;
- Conduct business in a timely manner in a safe and functional environment;
- Preserve the facility; and
- Protect files, records, and documents located in the facility.

Visitors to the CCTC or the non-public areas of a court facility are not required to undergo a background and fingerprint check. They must, however, be escorted at ALL times.

WHAT IS THE PURPOSE OF THIS POLICY?

The council retains contractors to do work on its behalf or on behalf of courts, and these contractors are often located in the courts. Many if not all courts subscribe to CLETS service from the CA DOJ and have CLETS terminals, records, and information in their facilities, as does the CCTC.¹

There are strict regulations regarding access to CLETS. Government Code sections 15150–15167 establish the CA DOJ's responsibility for maintenance of the system. The CA DOJ publishes a *CLETS Policies, Practices, and Procedures* document that specifies, among other things, the fingerprint and background check requirements for access to CLETS-provided information. Entities that subscribe to CLETS service from the CA DOJ are responsible for their compliance. Also, FBI security policy addresses personnel who have access to criminal justice information. Screening requirements are outlined in the FBI's *Criminal Justice Information Services Security Policy*.

As a service to the courts and as a precaution, council's staff have implemented a policy of conducting CLETS-level background checks for any of its contractors who would be working in Restricted Areas.² The council's Executive Office delegated to SO oversight of background checks for non-council employees working under contract with the council in Restricted Areas. SO worked with the CA DOJ and several council offices to define Restricted Areas, establish a

¹ Depending on the type and location of their work, contractors may be subject to additional requirements, which will be specified by the Judicial Council's Agency CLETS Coordinator (ACC) who can be reached at Nicole.Rosa@jud.ca.gov.

² The Court retains authority over access to its facility and this policy does not supersede the Court's responsibility, if a CLETS Subscribing Agency, to comply with FBI's *Criminal Justice Information Services Security Policy* and CA DOJ's *CLETS Policies, Practices and Procedures*.

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procedure for providing related services, and identify the evaluation criteria that are listed in this policy.

WHAT IS THE APPLICATION PROCESS?

Council staff are responsible for requesting SO's services when needed. As part of the initial set-up process, they will be required to provide SO the following:

- A project code for chargeback of CA DOJ billing costs;
- A designated council contact; and
- A designated Contractor contact, as applicable.

SO and the council's Human Resources (HR) office share a single Originating Agency Identifier (ORI) number. HR receives the CA DOJ invoices and uses the project code that council staff provide to do chargebacks for the cost of the Contractor background checks.

SO will send the SO procedure to the designated council contact and Contractor contact, as applicable. The council contact and Contractor contact are responsible for explaining the restrictions to the "Applicants." They are also responsible for providing SO with the following.

- A background check authorization signed by the Applicant;
- A completed badge form, authorized by the council project manager; and
- A digital photograph of the Applicant that meets the requirements on the badge form.

SO will send the council contact or Contractor contact an "Applicant Packet" with the appropriate instructions and forms. The forms are prefilled with the council routing and billing information. The council contact or the Contractor contact gives the Applicant the paperwork so he or she can be fingerprinted. The Applicant should fingerprint within two weeks. It usually takes two weeks to three months for the CA DOJ to provide the background check results. Delays sometimes occur due to poor fingerprint quality, criminal information hits, or erroneous information submitted on the fingerprint transaction. SO will provide the council contact and Contractor contact with information about how Applicants can check the status of their submissions with the CA DOJ.

WHAT ARE THE EVALUATION CRITERIA?

SO will review the results using the following evaluation criteria, which comply with FBI and CA DOJ regulations. Applicants are not suitable for unescorted access to a Restricted Area if an Applicant's background check reveals any of the following:

1. A felony conviction of any kind or felony charge pending court disposition (that includes arrest warrant for a felony charge); or
2. Any misdemeanor conviction *or* charge pending court disposition involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, gang activity, drugs (excluding certain misdemeanor marijuana convictions more than two years from the date

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of such conviction, as specified in California Labor Code section 432.8), or moral turpitude.

Crimes of moral turpitude (that are not already described in the criteria above) include:

- Assaultive crimes involving false imprisonment, discharging a firearm, and shooting at an inhabited dwelling.
- Drug crimes involving maintaining a drug house, possessing heroin for sale, possessing marijuana for sale, selling drugs, and transporting a controlled substance.
- Escape crimes involving escape with or without violence and evading a peace officer.
- Property crimes involving arson, forgery, and receiving stolen property.
- Sex crimes involving indecent exposure, lewd acts on a child, pimping and pandering, and rape.
- Weapon crimes involving possessing or conspiring to possess an illegal firearm and possessing a deadly weapon with intent to assault.
- Other crimes involving bribery, extortion, kidnapping, perjury, and terrorist threat.

The following will be reviewed on an individual basis to determine suitability for unescorted access to a Restricted Area:

1. Misdemeanor convictions greater than 10 years old;
2. Felony or misdemeanor arrests without conviction and/or misdemeanor convictions, within the last 10 years that, when taken in total, establish reasonable doubt about the Contractor's suitability for access; or
3. Outstanding arrest warrants indicating possible fugitive status.

WHAT IS THE EVALUATION PROCESS?

Because the council qualifies as an Applicant Agency under California law, it receives the criminal record results electronically from the CA DOJ. SO follows the CA DOJ instructions to keep the information secure. It cannot share the criminal record result information.

Applicants Suitable for Unescorted Access to Restricted Areas

If an Applicant is suitable for unescorted access per the evaluation criteria, SO will notify the council contact(s) and Contractor contact(s), as applicable. SO will delete the criminal record results.

If not already submitted, the council contact or Contractor contact must provide SO with the Applicant's completed badge form and digital photograph. These will be used for badge purposes only. The digital photograph must meet the requirements on the badge request. If not already submitted, SO must also have the council project manager's authorization for a badge, via a signed badge form or e-mail approval.

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SO will forward the Contractor's badge to the council contact or Contractor contact for distribution. The Contractor must wear the badge in a visible location at all times while in a Restricted Area, as visual confirmation that he or she is suitable for unescorted access.

Applicants Not Suitable for Unescorted Access to Restricted Areas

If an Applicant is not suitable per the evaluation criteria, SO will notify the council contact(s) and Contractor contact(s), as applicable, that the Applicant is not suitable for unescorted access to a Restricted Area. SO will mail the relevant criminal record results to the Applicant at the address he or she listed on the Live Scan form, then delete the criminal record results.

If the Applicant believes that the criminal record results contained an error, he or she must contact the CA DOJ's California Justice Information Services Division at 916-227-3849 to obtain information on how to correct the record. Information on this process is also available at the Office of the Attorney General's website at http://oag.ca.gov/fingerprints/security_faq.

SO must submit a No Longer Interested (NLI) form to the CA DOJ so that it does not receive subsequent arrest notifications or dispositions on Applicants deemed not suitable. For this reason, if the Applicant's record is corrected and the council project manager wants SO to re-evaluate, the Applicant will have to be re-fingerprinted.

Subsequent Arrests

After SO receives criminal record results, it automatically gets subsequent arrest notifications and dispositions. SO will continue to get this information until it submits a NLI form to the CA DOJ.

If SO is notified of a Contractor's arrest, it may reevaluate the person's suitability for unescorted access to Restricted Areas. SO reserves the right to change its determination of a person's suitability for unescorted access to Restricted Areas based on a subsequent arrest. If this occurs, SO will notify the council contact(s) and Contractor contact(s), as applicable, and request that the Contractor's badge be returned, that unescorted access to a Restricted Area be discontinued, and that the Contractor's last-known address be provided. SO will mail the relevant criminal record results to the Contractor at that address, delete the criminal record results, and send an NLI.

Requests for Exceptions

Exceptions are rarely considered because the evaluation criteria implement mandatory FBI and CA DOJ regulations. If an Applicant receives notice that he or she is not suitable for access to Restricted Areas, the Contractor contact may ask the council project manager to request an exception from SO. The request must be in writing. It must include the Applicant's name and reason for the request. The Applicant will have to be re-fingerprinted. SO will send the Contractor contact a new Applicant Packet.

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Before refingerprinting, the Applicant may want to consider options for cleaning up his or her criminal record. One resource is the Online Self-Help Center located on the California Judicial Branch's website at www.courts.ca.gov (specifically, the *Figuring out your options* section under *Cleaning Your Criminal Record*).

Once SO receives the criminal record results electronically from the CA DOJ, the SO supervisor will evaluate the results and notify the council project manager, council contact(s), and Contractor contact(s) of the decision.

WHAT IS THE BADGING PROCESS?

Badge Issuance

SO issues badges to Applicants suitable for unescorted access to restricted areas. These green badges help identify Contractors who have been deemed suitable by SO for unescorted access to Restricted Areas. The badges do not provide any special privileges to Contractors (for example, bypassing entrance security screening). They do not allow access to secured council facilities.

The badges that allow access to the council buildings are part of a separate SO program. Council building access is only granted to people who will work in the building regularly, and it must be applied for in person. The council contact or designee may escort the Contractor to the SO Badge Room to complete the required form and have a photograph taken.

Badge Replacement

SO replaces lost, stolen, and damaged badges. The council contact or Contractor contact must notify SO when a replacement is needed.

Badge Return

When an approved Applicant is no longer employed by the Contractor company or is reassigned so that he or she no longer needs unescorted access to a Restricted Area, the following must happen. The council contact or Contractor contact must promptly inform SO, collect the Contractor's badge, and return it to SO. SO must fax or mail an NLI form to the CA DOJ so that it does not receive subsequent arrest notifications or subsequent arrest dispositions.

QUESTIONS AND COMPLAINTS

SO communicates directly with the council contact or Contractor contact only. Any questions or complaints should be routed to the council contact or Contractor contact (for example, questions or complaints relating to the retention, day-to-day management, or termination of Contractors).

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ADDITIONAL RESOURCES

Council staff may contact SO for current versions of the following documents:

- Memo to contacts summarizing SO procedure
- Contractor Background Check Authorization
- Contractor Badge Information/Authorization

REFERENCES

- California Government Code sections 15150–15167
- Federal Bureau of Investigation *Criminal Justice Information Services Security Policy*
- California Department of Justice *CLETS Policies, Practices, and Procedures*
- Office of the Attorney General's website at http://oag.ca.gov/fingerprints/security_faq

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Background Check Authorization

Security Operations' Contractor Clearance Program

The designated Judicial Council (council) contact and/or Contractor contact are responsible for reviewing this information and related restrictions, such as evaluation criteria, with "Applicants." Applicants must read, sign, and date this form. The council contact or Contractor contact will obtain from Security Operations (SO) an Applicant Packet with instructions for fingerprinting.

In connection with my work under a contract with the council, I authorize procurement of a background check that includes:

- A statewide criminal history from the California Department of Justice (DOJ);
- A national criminal history from the Federal Bureau of Investigation (FBI); and
- A national criminal history from the National Law Enforcement Telecommunications System (for non-California residents only).

I authorize the release of this information without restriction to the council for purposes of determining my suitability for unescorted access to Restricted Areas, which are defined as any area of either the California Courts Technology Center, a court or Judicial Council facility which (1) contains a means to connect to FBI and CA DOJ criminal databases via the California Law Enforcement Telecommunications System (CLETS) or (2) contains any records or information (stored in physical or electronic format) that were obtained via CLETS. The definition of Restricted Area also applies to areas where CLETS information can be discussed, electronic access to network and computing components where CLETS data is transported or stored in a physical or electronic format.

I agree that the results of my background check may be reviewed by SO staff. I understand that:

- SO will determine my suitability for unescorted access using a list of evaluation criteria that are based on FBI security policy and CA DOJ regulations for CLETS.
- SO will notify the council contact(s) and the Contractor contact(s) whether I am suitable for unescorted access. SO will not, however, disclose any details from my background check.
- SO will follow FBI and CA DOJ instructions to keep the criminal record result information secure. SO will delete the results after evaluation.

I acknowledge that a scanned or faxed copy of this release shall be as valid as the original.

Signature: _____ Date: _____

Printed name: _____ Employer: _____

County/state of residence: _____ Operating company: _____

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JUDICIAL COUNCIL
OF CALIFORNIA



Badge Information/Authorization

Security Operations' Contractor Clearance Program

The designated Judicial Council (council) contact and/or Contractor contact are responsible for reviewing this information with "Applicants." Applicants must provide badge information and a digital photograph for a badge. The council contact or Contractor contact will submit these items to Security Operations (SO). The items will only be used for badging purposes.

If the Applicant is found suitable for unescorted access to Restricted Areas, SO will send a Contractor badge to the council contact or Contractor contact for distribution. Contractors must wear these badges in a visible location at all times while in a Restricted Area, and must return the badges if requested or when they stop working in the Restricted Area.

For Applicant—print badge information below.

First Name: _____
 Last Name: _____
 Employer: _____
 Height: _____ Hair color: _____
 Eye color: _____ Year of birth: _____

Provide a digital photo (image file, not pdf) that:

- Reflects your current appearance (within the last six months)
- Was taken in front of a plain white or off-white background
- Shows your head and shoulders clearly (no hats/sunglasses)
- Shows you facing the camera directly (not a profile shot)
- Is not too small, blurry, or grainy to be used on a badge

Thank you.

For council project manager—authorize and date: _____

For SO Use Only – Background Check Group	
<input type="checkbox"/> IT	<input type="checkbox"/> REFM—BANCRO
<input type="checkbox"/> FIN	<input type="checkbox"/> REFM—BUR
<input type="checkbox"/> REFM—IDIQ	<input type="checkbox"/> REFM—SACTO
<input type="checkbox"/> Other (specify):	