

*RFP Title: Management of Parking Facilities in California*  
*RFP Number: OCCM-2011-13-GS*

# REQUEST FOR PROPOSALS

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***ADMINISTRATIVE OFFICE OF THE COURT,  
OFFICE OF COURT CONSTRUCTION AND MANAGEMENT***

**REGARDING:**

*Management of Parking Facilities in California*  
*OCCM-2011-13-GS*

**PROPOSALS DUE:**

*April 20, 2012 NO LATER THAN 1:00 P.M. PACIFIC TIME*

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This RFP is the means for prospective contractors to submit their proposals to the AOC for the services necessary to provide complete parking facility management services as described in this document.

The RFP and all addenda will be posted at <http://www.courts.ca.gov/rfps.htm>

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## 1.0 BACKGROUND INFORMATION

1.1 The Administrative Office of the Courts (AOC), through this Request For Proposals (RFP) is soliciting proposals for the operation, maintenance and revenue collection (where applicable) of the parking facilities located at:

Multiple locations throughout Los Angeles County and, at the AOC's discretion, other locations in California. Please refer to Attachment C

1.2 Facility Specifications as of July 1, 2011:

- Total number of parking spaces: approximately 10,456 stalls
- Number of spaces for paid parking: 7,637 stalls
- Estimated current Monthly Revenue: approximately \$360,000 gross (before expenses are deducted)
- Hours of operation: Varies at location. Please refer to Attachment D
  
- **Special note:** While the AOC is soliciting proposals for parking located primarily in Los Angeles County, the AOC may require contractor to provide management services for any and all other parking locations throughout California. The actual locations, number of locations, spaces, and other specifications may change over the term of the contract.

1.3 The term of the Agreement will be for three (3) years with two (2) one-year renewal options. This RFP establishes a general scope and terms of services that should form the basis for each proposal, and the AOC will tentatively select a successful contractor on the basis of the submitted proposals. However, the AOC 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.

## 2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The AOC seeks the services of a person or entity with expertise in *Parking Facilities Management*.

2.1 The Office of Court Construction and Management, is seeking proposals from qualified companies to operate, maintain and manage the collection and accounting of revenue for the Parking Facility Operations as premier, first-class commercial public automobile parking facilities, and to diligently and continually satisfy the parking demands generated by tenants, visitors, invitees, the public and customers served by the facilities. Additionally the contractor will provide parking related consultation services to include parking rate studies, paid versus open parking analysis, analysis of various forms of

parking lot management, hang tags, key cards, meters, smart phones, and other services as required.

- 2.2 All services shall be provided in accordance with the quality standards, specifications, policies, and procedures provided by AOC and the Selected Contractor, which may change from time to time at AOC's discretion. The listed specifications represent the minimum standards, which the Contractor will review and on which the Contractor will make further recommendations. The Contractor must clearly define the facility operating specifications and necessary staffing requirements. The final specifications and staffing patterns will be those jointly agreed upon by AOC and Contractor. Contractor shall update such Operational Plan every year as directed by AOC and further agrees to train all its employees on the contents of said plan and all updates. AOC shall have the right to approve all operating policies of the Parking Facilities. The agreement shall not be assigned or subcontracted in whole or in part without the written consent of the AOC.
- 2.3 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 AOC. The scope of services required by this RFP include some or all of the following services.

SCOPE OF SERVICES: ON SITE

Daily

- General litter pickup, e.g., 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 AOC's policy.
- Sweep or wash along curbs, sweep standing water to drains, as needed.
- Report all maintenance problems to the AOC Customer Service Center (CSC) Facilities Management Unit (FMU) at 888-225-3583

Weekly

- Power sweep if applicable.  
Note: AOC may opt to exclude services from the final format of this Agreement

Monthly

- Supervisory inspection of Parking Facility with written report to AOC.

Quarterly

- Selected contractor and AOC joint site inspections.

General

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

- Equipment

AOC 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.

- 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 AOC'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 AOC

- 2.4 No additions, alterations, or modifications will be made to the Parking Facilities by Selected Contractor, unless first approved in writing by AOC.
- 2.5 The Judicial Council of California, the Administrative Office of the Courts (AOC), the Superior Court of California, and the Appellate Courts, including their respective officers, agents, servants, and employees shall have the right to enter and inspect the Parking Facilities at any time.
- 2.6 During the term of the Agreement, all personnel employed to operate the Parking Facility shall be solely the employees of the selected Contractor and shall have no

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contractual relationship with AOC.

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
- AOC Live Scan background check.
- Wear the AOC 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 Facility any of the Selected Contractor's employees who are unsatisfactory to AOC. 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 AOC. Personnel shall not be transferred until a replacement is approved by AOC or selected Contractor and oriented to the project by selected Contractor.

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

A. "Gross Revenues" shall include all revenues received by Selected Contractor or AOC and the value of all discounted, validated and free parking granted by AOC 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 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;

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- 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 AOC 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 AOC or selected Contractor if approved in advance by the AOC, or that are covered under the terms of one or more of the insurance policies required in this agreement;
- 13) Costs of special audits performed by selected Contractor's staff auditor for the mutual benefit of AOC 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 AOC 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 Facility and shall include an automatic adjustment tied to the Consumer Price Index for all Urban Consumers CPI-U. In the event the parties cannot agree on the proposed budget by the beginning of the new contract year, Selected Contractor shall utilize the last Approved Budget, adjusted by the CPI-U until such time as the proposed budget is approved. Selected Contractor shall not, without first obtaining the prior written approval of AOC, 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 AOC; provided AOC 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 Facility 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 Facility, 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:
  - Selected Contractor shall pay all Operating Expenses,
  - 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 of California – Administrative Office of the Courts in conjunction with Selected Contractor's monthly report to AOC 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.

2.8 The AOC shall receive from and expect accurate, complete and timely reports prepared in accordance with the formats approved by the AOC 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.)
- Any other report AOC 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 AOC.



### 3.0 TIMELINE FOR THIS RFP

The AOC has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the AOC.

EVENT	DATE
RFP issued	<i>Tuesday, February 21, 2012</i>
Mandatory Pre-proposal conference	<i>9:00 a.m. – 3:00 p.m. approx. Wednesday, March 21, 2012</i>
Deadline for questions	<i>1:00 p.m. Thursday, March 29 , 2012</i>
Questions and answers posted	<i>5:00 p.m. Friday, April 6, 2012</i>
Latest date and time proposal may be submitted	<i>1:00 p.m. Friday, April 20, 2012</i>
Anticipated interview dates ( <i>estimate only</i> )	<i>N/A</i>
Evaluation of proposals ( <i>estimate only</i> )	<i>April 23 – April 27, 2012</i>
Notice of intent to award ( <i>estimate only</i> )	<i>5:00 p.m. Monday, April 30, 2012</i>
Award and Execution of contract ( <i>estimate only</i> )	<i>May 7 – June 1, 2012</i>
Contract start date ( <i>estimate only</i> )	<i>August 1, 2012</i>
Contract end date ( <i>estimate only</i> )	<i>August 1, 2015</i>

The AOC has developed the schedule of events showing the key dates for this solicitation process. The RFP and schedule are subject to change, and the AOC does not send notifications of changes to this RFP or the schedule to prospective Contractors. The AOC is not responsible if any Contractor fails to receive notification of any change in a timely manner.

Contractors are advised to visit the AOC 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 actions required in this RFP and according to the specified timelines in order to participate in this process.

Contractors may submit questions to the AOC via e-mail to [occm\\_solicitations@jud.ca.gov](mailto:occm_solicitations@jud.ca.gov) no later than the date identified on above event timeline. Please indicate the RFP number

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and title in the subject line. Contact with the AOC shall be made only through this email address; telephone calls will not be accepted. Please use Attachment 8 – Form for Submission of Questions, when submitting your questions.

#### 4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	TITLE OR DESCRIPTION
Attachment 1 Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2	List of Parking Facilities
Attachment 3	Parking Facility Specification List
Attachment 4	Price Proposal Form
Attachment 5 AOC Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign this AOC Standard Form agreement.
Attachment 6 Darfur Contracting Act Certification	If Proposer has had business activities or other operations outside of the United States within the previous three years, Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 7	Submission of Questions Form
Attachment 8	Payee Data Form

#### 5.0 PRE-PROPOSAL CONFERENCE

5.1. The AOC will hold a pre-proposal conference on the date identified in the timeline in section 3.0 above. The pre-proposal conference will be held at the AOC’s Pomona South Court offices at 350 West 7th Street, Pomona, CA 91766. Meet at 9:00 a.m. in the Dining Room on the seventh floor of the Pomona South Court.

5.2 Members of the AOC project team will tour three (3) parking locations (Pomona South Court, Pasadena Court and Alhambra Court) with prospective Contractors and provide an overview. Projects toured are listed below.

- 1) Pomona South Court – 350 West 7th St, Pomona, CA 91755 (Secured Parking Lot).
- 2) Pasadena Court – 240 Ramona St, Pasadena, CA 91001 (Parking Structure).

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3) Alhambra Court – 150 Commonwealth Ave, Alhambra, CA 91801 (Open Lot).

5.3 Attendance at the pre-proposal conference is **MANDATORY**. Each Proposer must be certain to check in at the pre-proposal conference, as the attendance list will be used to ascertain compliance with this requirement. The AOC will reject a proposal from any Proposer who did not attend the pre-proposal conference.

## **6.0 SUBMISSIONS OF PROPOSALS**

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.

6.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.

a. The Proposer must submit **one (1) original and two (2) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.

b. The Proposer must submit **one (1) original and two (2) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the AOC in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.

c. The Proposer must submit an electronic version of the entire proposal on CD-ROM. The files contained on the CD-ROM should be in PDF, Word, or Excel formats.

6.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Judicial Council of California  
Administrative Office of the Courts  
Attn: Ms. Nadine McFadden  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102  
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6.4 Late proposals will not be accepted.

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

## **7.0 PROPOSAL CONTENTS**

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

- a. Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.
- c. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- d. List of clients' names, locations, addresses, and telephone numbers within one hundred (100) miles of Los Angeles, San Bernardino and Orange Counties. "Clients" may include current clients or those entities or individuals for whom, in the past, the Proposer has conducted similar services. The AOC may consider "clients" as business references and may contact such references listed by Proposer.
- e. Proposed method(s) to complete the work.
  - I. Accounting, Audit and Internal Controls
    - i. Provide samples of the accounting services including billing statement along with billing system features.
    - ii. Sample reporting statements which would satisfy reporting requirements.
    - iii. Identify the type of internal audit function you have used to maintain the integrity and effectiveness of the service program.
    - iv. Describe in detail the methods used in your internal audit program, and the standard frequency of such reviews.
  - II. Financial proposal
    - i. Provide a proposed monthly fixed management fee including any proposed annual increases and schedule based on the scope of services outlined in this RFP. This proposed fee will be utilized for those parking facilities that are

MANAGEMENT ONLY. Utilize the attached form (ATTACHMENT 4) to provide costs for each parking facility.

- ii. Provide a proposed monthly percentage based fee including any proposed annual increases and schedule based on the scope of services outlined in this RFP and any other services you would like to propose.
- iii. Include a schedule indicating the components of the proposed fee (i.e. accounting, overhead, profit, etc.).
  - 1) *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.
  - 2) *Optional*: Provide summary of costs and/or fees Contractor may charge to AOC prior to commencement of the Agreement (e.g., Transportation Management Plan (TMP) consulting, equipment installation, start-up staffing, etc.).
- iv. Provide sample reporting formats including monthly revenues, monthly expenses, monthly ticket counts, monthly validation breakdowns. Provide samples of secure web based (internet) online revenue management reports, i.e., profit and loss, activity reports, variance reports, expenses, etc. Include an estimated stabilized operating expense budget. *Note: AOC may opt to exclude services such as cleaning, signage, security, etc. from the final contract format.*
- v. Provide an hourly cost for consulting services. This cost should include all cost related to the hourly rate exclusive of overnight travel. Cost should be provided per work classification/title in your organization, including a description of job functions related to these services. (Example: Manager: \$50 per hour. Supervises and coordinates activities of consulting team, ensures quality control, serves as signal point of contract, etc.)

### III. Insurance and Risk Management

- i. Provide a copy of your risk management program for the operation of parking facilities that includes:
  - 1) Disclosure to the AOC promptly of all claims or complaints. Additionally, provide a description of your commitment to 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.
  - 2) Description of your policy and procedure for dealing with claims and complaints including insurance related claims and parking facility accidents.
- ii. Provide a summary of the insurance policies under which the insurance required under section 18 (Insurance) will be provided.

IV. Miscellaneous

- i. Include any other information you believe would be helpful and valuable in AOC's evaluation of your bid and indicate ANY EXCLUSIONS OR EXCEPTIONS as noted below.
- ii. Prepare a detailed operating plan including hours of operation, proposed cleaning program, and audit controls.
- iii. Provide a detailed description of additional revenue opportunities you can bring to these projects with a dollar value for each.
- iv. Provide a detailed description of the signage that will be required to operate the parking facility and to ensure site safety and security.

V. Operations, Personnel, and Staffing

- i. Describe your method to operate and manage the facility in order to maximize efficiency and revenue.
- ii. 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 AOC.

iii. Meetings and Supervision:

- 1) District Supervisor and Contractors District Supervisor equivalent onsite quarterly as required.
- 2) AOC Area Supervisors will be onsite monthly to meet with the Contractor's Area Supervisor equivalent. Meeting will include a walk-through of the parking facility to complete a visual inspection.
- 3) AOC may at any time make an unannounced visual inspections.
- iv. Provide procedure for secure cash pick up and security including frequency, personnel and/or vendors.

f. Certifications, Attachments, and other requirements.

- i. Proposer must include the following certification in its proposal:

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Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.

ii. If Proposer has had business activities or other operations outside of the United States within the previous three years, Proposer must complete the Darfur Contracting Act Certification (Attachment 6) and submit the completed certification with its proposal.

iii. If Proposer is a corporation, proof that Proposer is in good standing and qualified to conduct business in California.

iv. Proof of financial solvency or stability (e.g., balance sheets and income statements).

7.2 Cost Proposal. The following information must be included in the cost proposal. A proposal lacking any of the following information may be deemed non-responsive.

Please provide pricing for parking facilities as described in attached (Attachment 4) Price Proposal Form. The payment structure is on a Monthly Fixed Fee or a Monthly Percentage Based Fee. Also provide an hourly cost for Consulting Services. This cost should include all costs related to the hourly rate, exclusive of overnight travel.

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

## **8.0 OFFER PERIOD**

A Proposer’s proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the AOC reserves the right to negotiate extensions to this period.

## 9.0 EVALUATION OF PROPOSALS

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

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

Points	Criteria	100 points maximum
20	<b><u>Qualifications:</u></b> Company's ability to perform all functions necessary in providing the parking facility management services outlined in this RFP	
15	<b><u>Reporting:</u></b> Company's accounting, audit and internal controls and reporting process and procedure	
15	<b><u>Experience of Company:</u></b> Demonstrated experience of the company in relation to the scope and quality of service provided to customers in the past.	
50	<b><u>Cost:</u></b> The cost evaluation will based on company's cost breakdown provided for staffing, services, management fee and operations and deemed to be in the best overall interest of the AOC	

## 10.0 INTERVIEWS

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

## 11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each proposal will be retained by the AOC for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rules of Court, which govern public access to judicial administrative records (see [www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10\\_500](http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500)).



If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of rule 10.500, then that information will not be disclosed upon a request for access to such records. If the AOC finds or reasonably believes that the material so marked is **not** exempt from disclosure, the AOC will disclose the information regardless of the marking or notation seeking confidential treatment.

## 12.0 CONTRACTOR CERTIFICATION CLAUSES

12.1 Representations and Warranties. Contractor or Contractor's representative (Contractor) certifies that the following representations and warranties are true:

(A) *Authority.* Contractor is qualified to do business and is in good standing in the State of California. Contractor has authority to enter into and perform its obligations under this Agreement, which constitutes a valid and binding obligation of Contractor.

(B) *Not an Expatriate Corporation.* Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the judicial branch entity (JBE).

(C) *Sales and Use Tax Collection.* Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.

(D) *No Gratuities.* Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any member, justice, judicial officer, judge, officer, employee, or agent of a JBE with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning its performance under this Agreement.

(E) *No Conflict of Interest.* Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410, or 10411, which, in general, limit entering into (i) follow-on contracts with a consultant who would benefit thereby from the consultant's advice provided under the first contract, or (ii) contracts with former employees of the JBE; 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 certain JBEs.

(F) *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.

(G) *No Litigation.* No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform under this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse

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effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform under this Agreement.

(H) *Compliance with Laws Generally.* Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.

(I) *Work Eligibility.* All personnel assigned to perform work under this Agreement are able to work legally in the United States and possess valid proof of work eligibility.

(J) *Union Organizing.* As required under Government Code sections 16645 - 16649, Contractor has not used any funds received from the JBE under this Agreement to assist, promote, or deter union organizing.

(K) *Drug Free Workplace.* Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

(L) *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.

(M) *Non-discrimination.* 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 section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 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 has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

(N) *Special Provisions regarding Domestic Partners, Spouses, and Gender Discrimination.* If this Agreement provides for total compensation of more than \$100,000, Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

(O) *Special Provisions regarding Compliance with National Labor Relations Board Orders.* If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), no

more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of 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.

*(P) Special Provisions regarding Compliance with the Sweatfree Code of Conduct.*

If this Agreement provides for furnishing equipment, materials, or supplies (except related to the provision of public works), or for the laundering of apparel, garments or corresponding accessories:

- 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 further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code section 6108.

- Contractor cooperates fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

*(Q) Special Provisions regarding Compliance with the Child Support Compliance Act.*

If this Agreement provides for compensation of \$100,000 or more:

- Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

- Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

*(R) Special Provisions regarding Discharge Violations.*

If this Agreement provides for the purchase or supplies, goods, or services in exchange for compensation of \$25,000 or more, Contractor is not in violation of any order or resolution not subject to review and promulgated by the State Air Resources Board or an air pollution control district; subject to any cease and desist order not subject to review issued under Water Code section 13301 for violation of waste discharge requirements or discharge prohibitions; a party that has been finally determined to be in violation of provisions of federal law relating to air or water pollution.

(S) *Special Provisions regarding the Electronic Waste Recycling Act.* If this Agreement provides for the purchase or lease of covered electronic devices under Public Resources Code section 42460 et seq., Contractor complies with the requirements of the Electronic Waste Recycling Act of 2003, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

(T) *Special Provisions regarding the Use of Postconsumer Material.* If this Agreement provides for the purchase and sale of goods specified in Public Contract Code section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), and the percentage of Contractor's postconsumer material in these goods cannot be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or Contractor website:

- Contractor has delivered a declaration to the JBE specifying the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code section 12200 in goods offered or sold to the JBE, regardless of whether the goods meet the requirements of Public Contract Code section 12209.1;

- Under penalty of perjury, the declaration is true and correct and will remain so until Contractor delivers any amendment of the current declaration to the JBE, in which case the current declaration as amended will be true and correct; and

- If Contractor sells under this Agreement any printer or duplication cartridges that comply with Public Contract Code section 12209, Contractor has so specified in the declaration required under this section.

## 12.2 Covenant as to Representations and Warranties.

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

## 12.3 Special Provisions for Agreements Providing for the Sale of Recyclable Goods

If this Agreement provides for the sale of goods, regardless of whether the goods are specified in PCC 12207, the JBE shall purchase and Contractor shall sell under this Agreement only recycled products if fitness and quality are equal to non-recycled products and recycled products are available to the JBE at the same or lesser total cost as non-recycled products. In addition, if this Agreement provides for the purchase and sale of goods specified in Public Contract Code section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), with respect to these goods, Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible.

#### 12.4 Special Provisions Applicable to Competitively Bid Agreements; Antitrust Claims

If goods or services under this Agreement were obtained by means of a competitive bid, JBE and Contractor shall comply with the requirements of Government Code sections 4552-4554, which concern the assignment of claims and reimbursement of specified costs regarding the Clayton Act (15 U.S.C., sec. 15) and the Cartwright Act (Business and Professions Code, section 16700 et seq.).

12.5 Agreements of \$5,000 or more. If this Agreement provides for the payment of \$5,000 or more for consulting services:

- Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the JBE is dissatisfied with any of Contractor's personnel, for any reason or no reason, Contractor shall replace them with qualified personnel.
- Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to this project. Any additional personnel are subject to approval by the JBE.
- Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor.
- As directed by the JBE, Contractor shall deliver resumes of each Contractor participant who will exercise a major administrative role or major policy or consultative role.

#### 12.6 Legal Services.

If this Agreement provides for the performance of legal services, Contractor shall adhere to any legal cost and billing guidelines, legal budgets, and legal bill or law firm audits as may be required by the JBE. If this Agreement does not provide for legal representation to low- income or middle-income persons in civil, criminal, or administrative matters, Contractor shall also adhere to any litigation plans or case phasing of activities as may be required by the JBE. If this Agreement does not provide for legal representation to low-income or middle-income persons in civil, criminal, or administrative matters, and also provides for Compensation (other than reimbursement of expenses) over \$50,000, Contractor shall also comply with the requirements of Business and Professions Code section 6072, which concerns performance of pro bono legal services.

#### 12.7 Audit.

Contractor shall allow the JBE's designees and the JBE to review and audit Contractor's documents and records relating to this Agreement, subject only to a lawyer's duty

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of confidentiality owed to a represented party. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit.

#### 12.8 Choice of Law and Jurisdiction

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

#### 13.0 PROTESTS

Proposer must notify the AOC of an intent to protest five (5) court days from the intent to award and an additional five (5) calendar days to submit all information regarding its protest. Failure of a Proposer to comply with the protest procedures will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the AOC to receive a solicitation specifications protest is April 20, 2011 and protests should be sent to:

Judicial Council of California  
Administrative Office of the Courts  
Attn: Carey Coffron, Contract Specialist  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102  
RFP number: **OCCM-2011-13-GS**

## ATTACHMENT 1

### ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS (RFPS) (NON-IT SERVICES)

#### 1. COMMUNICATIONS WITH AOC REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to [OCCM\\_Solicitations@jud.ca.gov](mailto:OCCM_Solicitations@jud.ca.gov) (the "Solicitations Mailbox"). Proposers must include the RFP number in the subject line of any communication.

#### 2. QUESTIONS REGARDING THE RFP

A. If a Proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Proposer must submit a statement explaining why the question is sensitive. If the AOC 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 AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.

B. Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC's responses will be made available.

#### 3. ERRORS IN THE RFP

A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the AOC via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the AOC may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.

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

4. ADDENDA

- A. The AOC may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the AOC via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

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

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the AOC may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the AOC may reject all proposals and cancel the RFP if the AOC determines that: (i) the proposals received are not really competitive; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the AOC.
- B. The AOC may or may not waive an immaterial deviation or defect in a proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the AOC's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.



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- C. The AOC reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any AOC personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any AOC personnel or consultants may be cause for rejection of the Proposer's proposal.

## 8. EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. Cost proposals will be checked only if a technical proposal is determined to be responsive. All figures entered on the cost proposal must be clearly legible.
- D. During the evaluation process, the AOC may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- E. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two AOC employees. The AOC will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.
- F. During the evaluation process, the AOC may perform certain checks to determine if a Proposer is deemed ineligible for contract award. For example, Proposer must be qualified to do business in California and in good standing, and must not be in violation of the Recycled Content Plastic Trash Bag Law.
- G. If a contract will be awarded, the AOC will post an intent to award notice on its website, at <http://www.courts.ca.gov/rfps.htm>

## 9. DISPOSITION OF MATERIALS

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

## 10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE AOC DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the AOC and the selected Proposer. The AOC may withhold ten percent of

each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the AOC.
- B. A Proposer submitting a proposal must be prepared to use a standard AOC contract form rather than its own contract form.
- C. The AOC will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the AOC no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties and approved by the appropriate AOC officials. Any work performed before receipt of a fully-executed agreement shall be at Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the AOC may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Grant Walker, Senior Business Manager.

14. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the AOC, the Proposer offers and agrees that if the proposal is accepted, Proposer will assign to the AOC 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 AOC pursuant to the proposal. Such assignment shall be made and become effective at the time the AOC tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the AOC 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 AOC any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the AOC 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 AOC has not been injured thereby, or (b) the AOC declines to file a AOC action for the cause of action. (See Government Code section 4554.)

**ATTACHMENT 2**

**LIST OF PARKING FACILITIES**

<b>Airport Court -</b>	11701 South La Cienega Blvd Los Angeles, CA 90045
<b>Alhambra Court -</b>	150 Commonwealth Ave. Alhambra, CA 91801
<b>Beverly Hills Court -</b>	9355 Burton Way Beverly Hills, CA 90210
<b>Chatsworth Court-</b>	9375 Penfield Ave Chatsworth, CA 91311
<b>Compton Court -</b>	400 Acacia St Compton, CA 90020
<b>Edelman Children's- Court</b>	201 Centre Plaza Dr Monterey Park, CA 91340
<b>El Monte Court-</b>	11264 East Valley Blvd El Monte, CA 91731
<b>Inglewood Court East-</b>	One Regent St Inglewood, CA 90301
<b>Inglewood Court West-</b>	One Regent St Inglewood, CA 90301
<b>Long Beach Court A-</b>	101 South Magnolia Avenue Long Beach, CA 90802
<b>Long Beach Court B-</b>	415 W Ocean Blvd Long Beach, CA 90802
<b>Metro Court A-</b>	1945 South Hill St Los Angeles, CA 90007
<b>Metro Court B-</b>	1945 South Hill St Los Angeles, CA 90007
<b>Pasadena Court -</b>	240 Ramona St Pasadena, CA 91001

**ATTACHMENT 2**

**LIST OF PARKING FACILITIES (continued)**

<b>Pomona South Court</b>	350 West 7th St Pomona, CA 91766
<b>San Fernando Court A</b>	801 3rd St San Fernando, CA 91340
<b>San Fernando Court B</b>	909 First St San Fernando, CA 91340
<b>San Fernando Court C</b>	1001 3rd St San Fernando, CA 91340
<b>San Pedro Court</b>	505 South Centre St San Pedro, CA 90731
<b>West Los Angeles Court</b>	1633 Purdue St West Los Angeles, CA 90025
<b>Whittier Court</b>	7621 South Painter Ave Whittier, CA 90602
<b>Van Nuys Court</b>	6170 Sylmar Ave Los Angeles, CA 91401

### ATTACHMENT 3

#### PARKING FACILITY SPECIFICATION LIST

##### NAME AND ADDRESS

- AOC Parking Facility – Airport  
11701 South La Cienega Blvd.  
Los Angeles, CA 90045

##### TYPE OF PARKING FACILITY:

- Management Fee

##### 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 meter. The facility has two entrance and two exit lanes.

##### DAYS AND HOURS OF OPERATION:

- Monday thru
- 6: 0 AM to 7:00

##### USAGE AND NUMBER OF SPACES:

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

##### FACILITY DETAILS:

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

## PARKING FACILITY SPECIFICATION LIST

### NAME AND ADDRESS

- AOC Parking Facility – Alhambra  
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 AND HOURS OF OPERATION:

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

### USAGE AND NUMBER OF SPACES:

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

### FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restroom – 0
- Attendant Booth – 1
-

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## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

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

### **TYPE OF PARKING FACILITY:**

- Revenue Sharing

### **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 after hours entry of employees

### **DAYS & HOURS OF OPERATION:**

- Monday thru 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 AND ADDRESS**

- AOC Parking Facility– Chatsworth Court  
9375 Penfield Avenue  
Chatsworth, CA 91311

### **TYPE OF PARKING FACILITY:**

- Management Fee

### **DESCRIPTION:**

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

### **DAYS AND HOURS OF OPERATION:**

- Monday thru
- 7:00 AM to 4:00 PM

### **USAGE AND NUMBER OF SPACES:**

- Usage:
  - Employee
  - Juro
  - Visitor
- Parking Spaces:
  - 750

### **FACILITY DETAILS:**

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

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME AND ADDRESS**

- AOC Parking Facility – Compton  
400 Acacia  
Compton, CA

### **TYPE OF PARKING FACILITY:**

- Revenue Share

### **DESCRIPTION:**

- The facility is a four level above grade and one below grade parking structure.  
The facility has three entrance and two exit lane. Patrons pay a flat fee upon entry.

### **DAYS AND HOURS OF OPERATION:**

- Monday through Friday
- 6:00 AM to 6:00 PM
- 1st and 3rd Wednesday
- 6:00 AM TO 9:00

### **USAGE AND NUMBER OF SPACES:**

- Usage:
  - Public/Employe
  - Juro
  - Authorized Visitor
- Parking Spaces:
  - 1,044

### **FACILITY DETAILS:**

- Building Levels – 5
- Stairwells – 4
- Elevators – 2
- Escalators – 0
- Restroom – 0
- Attendant Booth – 2
- Offic - 1

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## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

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

### **TYPE OF PARKING FACILITY:**

- Revenue Sharing

### **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 thru Friday
- 6:00 AM to 7:00 PM

### **USAGE & NUMBER OF SPACES:**

- Usage:
  - Public
  - Employee
  - Authorized Visitor
- Parking Spaces:
  - 1,093

### **FACILITY DETAILS:**

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

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## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

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

### **TYPE OF PARKING FACILITY:**

- Management Fee

### **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 and 3rd
- 4:00 PM to 9:00 PM
- Monday thru Friday
- 7:00AM to 4:00PM

### **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 - 0

RFP Title: *Management of Parking Facilities in California*

RFP Number: *OCCM-2011-13-GS*

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

- AOC Parking Facility – Inglewood Court  
One Regent Street (East)  
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, Tuesday and Thursday, Friday
- 7:00 AM to 4:00 PM
- Wednesday
- 7:00AM 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

RFP Title: *Management of Parking Facilities in California*

RFP Number: *OCCM-2011-13-GS*

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

- AOC Parking Facility – Inglewood Court  
One Regent Street (West)  
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, Tuesday and Thursday, Friday
- 7:00 AM to 4:00 PM
- Wednesday
- 7:00AM TO 6:00PM

### **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

*RFP Title: Management of Parking Facilities in California*

*RFP Number: OCCM-2011-13-GS*

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

- AOC Parking Facility – Long Beach Court A  
101 South Magnolia Avenue  
Long Beach, CA 90802

### **TYPE OF PARKING FACILITY:**

- Revenue Sharing

### **DESCRIPTION:**

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

### **DAYS & HOURS OF OPERATION:**

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

### **USAGE & NUMBER OF SPACES:**

- Usage:
  - Public
  - Employee
  - Juror
  - Authorized Visitor
- Parking Spaces:
  - 918

### **FACILITY DETAILS:**

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

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

- AOC Parking Facility – Long Beach B  
415 West Ocean Boulevard  
Long Beach, CA 90802

### **TYPE OF PARKING FACILITY:**

- Management Fee

### **DESCRIPTION:**

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

### **DAYS & HOURS OF OPERATION:**

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

### **USAGE & NUMBER OF SPACES:**

- Usage:
  - Juror
  - Employee
- Parking Spaces:
  - 229

### **FACILITY DETAILS:**

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



RFP Title: *Management of Parking Facilities in California*

RFP Number: *OCCM-2011-13-GS*

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

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

### **TYPE OF PARKING FACILITY:**

- Revenue Sharing

### **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 thru Friday
- 7:00 AM to 4:00 PM
- Thursday
- 7:00AM to 6:30PM

### **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

*RFP Title: Management of Parking Facilities in California*

*RFP Number: OCCM-2011-13-GS*

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

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

### **TYPE OF PARKING FACILITY:**

- Revenue Sharing

### **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 thru Friday
- 6:00 AM to 5:00 PM
- Thursday evenings
- 5:00PM to 7:00PM

### **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

RFP Title: *Management of Parking Facilities in California*

RFP Number: *OCCM-2011-13-GS*

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

- AOC Parking Facility - Pasadena  
240 Ramona Street  
Los Angeles, CA 91001

### **TYPE OF PARKING FACILITY:**

- Revenue Sharing

### **DESCRIPTION:**

- The facility is a five level above grade parking structure. The facility has one entrance and two exit lanes. The entrance has a ticket dispenser and a Key card reader. The visitor exit lane has a free computer and the monthly exit lane has a key card reader.

### **DAYS & HOURS OF OPERATION:**

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

### **USAGE & NUMBER OF SPACES:**

- Usage:
  - Public
  - Employee
  - Authorized Visitor
- Parking Spaces:
  - 979

### **FACILITY DETAILS:**

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

RFP Title: *Management of Parking Facilities in California*

RFP Number: *OCCM-2011-13-GS*

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

- AOC Parking Facility – Pomona Court  
350 West 7th Street  
Pomona, CA 91766

### **TYPE OF PARKING FACILITY:**

- Revenue Sharing

### **DESCRIPTION:**

- This facility is a surface lot with two entrance and exit lanes. The employee lane on the west side of the facility has a key card reader. Patrons pay a flat daily fee upon entry.

### **DAYS & HOURS OF OPERATION:**

- Monday, Wednesday thru Friday
- 7:00 AM to 4:00 PM
- Tuesday
- 7:00AM to 5:00PM

### **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

*RFP Title: Management of Parking Facilities in California*

*RFP Number: OCCM-2011-13-GS*

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

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

### **TYPE OF PARKING FACILITY:**

- Revenue Sharing

### **DESCRIPTION:**

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

### **DAYS & HOURS OF OPERATION:**

- Monday thru 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

*RFP Title: Management of Parking Facilities in California*

*RFP Number: OCCM-2011-13-GS*

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

- AOC 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 thru Friday
- 7:00 AM to 4:00 PM

### **USAGE & NUMBER OF SPACES:**

- Usage:
  - Employee
- Parking Spaces:
  - 175

### **FACILITY DETAILS:**

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

*RFP Title: Management of Parking Facilities in California*

*RFP Number: OCCM-2011-13-GS*

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

- AOC 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 thru Friday
- 7:00 AM to 5:00 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

RFP Title: *Management of Parking Facilities in California*

RFP Number: *OCCM-2011-13-GS*

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

- AOC Parking Facility – San Pedro Court  
505 South Centre Street  
San Pedro, CA 90731

### **TYPE OF PARKING FACILITY:**

- Revenue Sharing

### **DESCRIPTION:**

- The facility is a surface lot. The facility has one entrance and one exit lane. Parking is controlled through the use of parking meters.

### **DAYS & HOURS OF OPERATION:**

- Monday thru Friday
- 8:00 AM to 12:00 PM

### **USAGE & NUMBER OF SPACES:**

- Usage:
  - Public
  - Employee
  - Juror
- Parking Spaces:
  - 83

### **FACILITY DETAILS:**

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



*RFP Title: Management of Parking Facilities in California*

*RFP Number: OCCM-2011-13-GS*

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

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

### **TYPE OF PARKING FACILITY:**

- Revenue Sharing

### **DESCRIPTION:**

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

### **DAYS & HOURS OF OPERATION:**

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

### **USAGE & NUMBER OF SPACES:**

- Usage:
  - Public
  - Juror Overflow
- Parking Spaces:
  - 88

### **FACILITY DETAILS:**

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

RFP Title: *Management of Parking Facilities in California*

RFP Number: *OCCM-2011-13-GS*

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

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

### **TYPE OF PARKING FACILITY:**

- Management Fee

### **DESCRIPTION:**

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

### **DAYS & HOURS OF OPERATION:**

- Monday (2nd and 4th)
- 8:00 AM to 8:00 PM
- Monday thru Friday
- 8:00AM to 5:00PM

### **USAGE & NUMBER OF SPACES:**

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

### **FACILITY DETAILS:**

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

## **PARKING FACILITY SPECIFICATION LIST**

### **NAME & ADDRESS**

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

### **TYPE OF PARKING FACILITY:**

- Revenue Sharing

### **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.

### **DAYS & HOURS OF OPERATION:**

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

### **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

**ATTACHMENT 4**

**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.)

<b>Parking Facilities</b>	<b>Location</b>	<b>Monthly Fixed Fee</b>	<b>Monthly Percentage Based Fee</b>
<b>Airport Court</b>	<b>11701 South La Cienega Blvd. Los Angeles, CA 90045</b>	<b>\$ _____ Management Fee</b>	
<b>Alhambra Court -</b>	<b>150 Commonwealth Ave Alhambra, CA 91801</b>		<b>_____ % Revenue Sharing</b>
<b>Beverly Hills Court</b>	<b>9355 Burton Way Beverly Hills, CA 90210</b>		<b>_____ % Revenue Sharing</b>
<b>Chatsworth Court</b>	<b>9375 Penfield Ave. Chatsworth, CA 91311</b>	<b>\$ _____ Management Fee</b>	
<b>Compton Court</b>	<b>400 Acacia St Compton, CA 90020</b>		<b>_____ % Revenue Sharing</b>
<b>Edelman Children’s Court</b>	<b>201 Centre Plaza Dr. Monterey Park, CA 91340</b>		<b>_____ % Revenue Sharing</b>
<b>El Monte Court</b>	<b>11264 East Valley Blvd El Monte, CA 91731</b>	<b>\$ _____ Management Fee</b>	
<b>Inglewood Court - East</b>	<b>One Regent St. Inglewood, CA 90301</b>		<b>_____ % Revenue Sharing</b>
<b>Inglewood Court - West</b>	<b>One Regent St. Inglewood, CA 90301</b>	<b>\$ _____ Management Fee</b>	
<b>Long Beach Court - A</b>	<b>101 South Magnolia Avenue Long Beach, CA 90802</b>		<b>_____ % Revenue Sharing</b>
<b>Long Beach Court - B</b>	<b>415 W. Ocean Blvd. Long Beach, CA 90802</b>	<b>\$ _____ Management Fee</b>	

RFP Title: Management of Parking Facilities in California

RFP Number: OCCM-2011-13-GS

<b>Metro Court - A</b>	<b>1945 South Hill St. Los Angeles, CA 90007</b>		_____ % <b>Revenue Sharing</b>
<b>Metro Court - B</b>	<b>1945 South Hill St. Los Angeles, CA 90007</b>		_____ % <b>Revenue Sharing</b>
<b>Pasadena Court</b>	<b>240 Ramona St, Pasadena, CA 91001</b>		_____ % <b>Revenue Sharing</b>
<b>Pomona South Court</b>	<b>350 West 7th St. Pomona, CA 91766</b>		_____ % <b>Revenue Sharing</b>
<b>San Fernando Court A</b>	<b>801 3rd St San Fernando, CA 91340</b>		_____ % <b>Revenue Sharing</b>
<b>San Fernando Court B</b>	<b>909 First St. San Fernando, CA 91340</b>	<b>\$ _____ Management Fee</b>	
<b>San Fernando Court C</b>	<b>1001 3 rd. St San Fernando, CA 91340</b>	<b>\$ _____ Management Fee</b>	
<b>San Pedro Court</b>	<b>505 South Centre St San Pedro, CA 90731</b>		_____ % <b>Revenue Sharing</b>
<b>West Angeles Court</b>	<b>1633 Purdue St. West Los Angeles, CA 90025</b>		_____ % <b>Revenue Sharing</b>
<b>Whittier Court</b>	<b>7621 South Painter Ave. Whittier, CA 90602</b>	<b>\$ _____ Management Fee</b>	
<b>Van Nuys Court</b>	<b>6170 Sylmar Ave. Los Angeles, CA 91401</b>		_____ % <b>Revenue Sharing</b>

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

*RFP Title: Management of Parking Facilities in California*  
*RFP Number: OCCM-2011-13-GS*

**Consulting Services – Hourly Rate**

Provide an hourly cost for consulting services. This cost should include all cost related to the hourly rate exclusive of overnight travel. Cost should be provided for each of the following classifications:

	Hourly Rate
Senior Analyst	\$_____
Analyst	\$_____
Administrative Support	\$_____

RFP Title: Management of Parking Facilities in California  
 RFP Number: OCCM-2011-13-GS

**ATTACHMENT 5**

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS  
**STANDARD AGREEMENT COVERSHEET**

AGREEMENT NUMBER [Agreement Number]
--

FEDERAL EMPLOYER ID NUMBER
----------------------------

- 1 In this Agreement, the term “Contractor” refers to [Contractor name], and the term “AOC” refers to the Judicial Council of California, Administrative Office of the Courts.
- 2 This Agreement becomes effective as of [Date] (the “Effective Date”) and expires on [Date].
- 3 The maximum amount that the AOC may pay Contractor under this Agreement is \$[Dollar amount].
- 4 The purpose of this Agreement is:

The purpose listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

- 5 The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties’ entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibit @

- |                     |                     |
|---------------------|---------------------|
| Exhibit A – (Title) | Exhibit E – (Title) |
| Exhibit B – (Title) | Exhibit F – (Title) |
| Exhibit C – (Title) | Exhibit G – (Title) |
| Exhibit D – (Title) |                     |

AOC’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) [Contractor name]
BY (Authorized Signature) ✍	BY (Authorized Signature) ✍
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
ADDRESS  455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS  [Address]

State of California Standard Agreement

Contract No. \_\_\_\_\_ with \_\_\_\_\_

**Administrative Office of the Courts Use Only**

Fund Title	Program/Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount

Amount Encumbered by this Document:	Prior Amount Encumbered for this Contract:	Total Amount Encumbered to Date:
<b>\$(Dollar amount)</b>	<b>\$(Dollar amount)</b>	<b>\$(Dollar amount)</b>

I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER  	DATE
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**EXHIBIT A**  
**STANDARD PROVISIONS**

1. Indemnification

Contractor agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the AOC), and hold harmless (collectively, “Indemnify”) the State, the Judicial Council of California, the Administrative Office of the Courts, the State’s trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, contractors, representatives, volunteers and employees (individually, an “Indemnified Party”) from any and all claims, lawsuits, losses, costs (including attorney fees and costs), liabilities, and damages arising from, related to or in connection with, in whole or in part, any of the following:

- (a) Contractor or any of its employees’ or Subcontractor’s negligent acts, omissions, or intentional misconduct;
- (b) Contractor’s breach of its obligations under this Agreement;
- (c) Contractor or any of its employees’ or Subcontractor’s violation of any applicable law, rule, or regulation; and/or
- (d) Any claim or lawsuit by any third party, contractor, Subcontractor, supplier, worker, or any other person, firm, or corporation furnishing or supplying Work, Services, Materials, or supplies in connection with the performance of this Agreement who may be injured or damaged by the Contractor or any of its Subcontractors, or employees when such claim arises from, is related to, or is in connection with Contractor’s performance under this Agreement.

This article does not require the Contractor to Indemnify an Indemnified Party for such portion of any loss, cost, liability, or damage to the extent arising from the negligence or intentional misconduct of the Indemnified Party.

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 State.

3. Termination for Cause

The State 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 State 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 State, will be payable by the State upon the presentation of an

appropriate invoice by the Contractor, and the approval of said invoice by the State, as provided for in Exhibit C, Payment Provisions.

Should the State 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 State, 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 State'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

## 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 State to make final and binding executive decisions on behalf of the State.
- B. “**Amendment**” means a written document issued by the State 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 State’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 State and Contractor, and includes the Contract Documents incorporated by reference into a fully executed State 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 State 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 State 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 state 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. “**Expenses**” means and includes both Travel and Living Expenses and Reimbursable Expenses.
- L. “**Firm Fixed Price**” means a single fixed amount or amounts designated as payment for a Deliverable or Deliverables.
- M. “**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).
- N. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither Contractor nor the State 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.
- O. “**Hourly Basis**” means that Contractor shall be paid at an hourly rate for each such hour of authorized Work actually performed.
- P. “**Key Personnel**” refers to Contractor’s personnel or personnel of Subcontractors that are named in this Agreement, whom the State 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.
- Q. “**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.
  
- R. **"Project"** refers to all activity executed under this Agreement, including the Work of Contractor and its Subcontractors and the responsibilities of the State and the State's representatives.
  
- S. **"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.
  
- T. **"Service(s)"** means and includes action(s) that shall be performed by the Contractor's or its Subcontractor's employees. Services may or may not result in the provision of Deliverables.
  
- U. The **"State"** refers to the Judicial Council of California / Administrative Office of the Courts (**"AOC"**). For purposes of this Agreement, the term **"Client"** may be used interchangeably with the terms State and Judicial Council of California/Administrative Office of the Courts (**"AOC"**).
  
- V. **"Statement of Work"** means and includes a description of Services and Deliverables to be provided according to this Agreement.
  
- W. **"State Standard Agreement"** means the form used by the State to enter into agreements with other parties. An originally signed, fully executed version of the State Standard Agreement form, together with the integrated Contract Documents, shall constitute the **"Agreement"**.
  
- X. **"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 State** 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.
  
- Y. **"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.

- Z. **“Time and Materials Not to Exceed Basis”** means that the Contractor shall be compensated for Work actually performed on an Hourly Basis.
- AA. **“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.
- BB. **“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 these Contract Documents is performed to the State's satisfaction, in compliance with the standards specified in Exhibit D, and in compliance with the 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 State, 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 Statement of Work of this Agreement. This warranty shall begin upon the date of the State’s final payment for the Services, and shall extend for a period of 180 Days thereafter (“Warranty Period”). If the State 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 State. Contractor shall (unless a longer period is agreed to in writing with the State'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 State 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 State, its successors, assigns, the AOC(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 State without prior review and written permission by the State.

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 State'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 AOC or other Judicial Branch entities, the AOC 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 AOC will grant to such persons access to the AOC's or other judicial branch entities' premises or systems. The Contractor will cooperate with the AOC in performing such background check, and will promptly notify the AOC 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 AOC.

8. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions, article 3, the State 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 State terminates this Agreement other than for cause, the State shall pay Contractor for the fair value of satisfactory Work rendered before the termination.

9. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, 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 State may terminate this Agreement in whole or in part, upon written Notice to Contractor. Such termination shall be in addition to the State'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 State 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. 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 AOC shall be directed to:

To the AOC:            Mr. Dan Hutton  
                              Supervising Facility Management Administrator  
                              Office of Court Construction and Management  
                              Judicial Council of California  
                              Administrative Office of the Courts  
                              2255 North Ontario Street, Suite 200  
                              Burbank, CA 91504-3188

With a copy to:        Mr. Grant Walker  
                              Senior Manager, Business Services  
                              Judicial Council of California  
                              Administrative Office of the Courts  
                              455 Golden Gate Avenue  
                              San Francisco, CA 94102

C. Notice to Contractor shall be directed to:

TBD

11. Subcontracting

Contractor shall not subcontract the Work to be provided under this Agreement unless Contractor has identified the Subcontractor in writing in a Proposal that is acceptable to and authorized by the State. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

12. Changes and Amendments

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

AOC:  
Mr. Grant Walker  
Senior Manager, Business Services  
Judicial Council of California  
Administrative Office of the Courts – Business Services  
455 Golden Gate Avenue  
San Francisco, CA 94102

CONTRACTOR:  
[Insert name and address]

- 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 State Standard Agreement.

13. Accounting System Requirement

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

14. 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 State 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.

15. Audit

- A. Subject to applicable medical privacy statutes, Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the

State 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 AOC 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 AOC, 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 AOC, present unreasonable risk of injury or death to persons or property damage, the AOC, 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 AOC in writing, within 24 hours of an occurrence, using forms provided, or approved, by the AOC 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 AOC Project Manager and the AOC 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 AOC and will cease all operations in the affected area until the possible hazardous materials have been identified, and if required removed or rendered harmless.

16. Insurance and Waiver of Claims

- A. Insurance Requirements. The Contractor shall furnish to the State 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, 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.

- 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. 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. 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 a direct primary basis.
- iii. Excess/Umbrella Insurance. Contractor may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.

B. General Policy Conditions:

- i. Deductibles and Self-Insured Retentions. Contractor is responsible for and may not recover from the AOC, 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 AOC with certificates of insurance satisfactory to the AOC, 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 State.
- 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 State of California, Judicial Council of California,

the Administrative Office of the Courts, or 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.

- 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 State of California, Judicial Council of California, the Administrative Office of the Courts, 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 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 AOC.
- C. Waiver of Claims: The State, the Judicial Council of California, the Administrative Office of the Courts, the superior courts and appellate courts of the State of California, and any of their officers, employees, and agents (collectively, "State 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 State Entities. Contractor and Subcontractors hereby waive all claims and their respective insurers waive all rights of subrogation against the State 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 State Entities. Neither the State, nor any officer or employee of the State, 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 State, nor any other officer or employee of the State will be personally responsible for liabilities arising under the Contract.

17. Confidentiality

- A. Both the State 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 State 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 State'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 State 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 State 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 State 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 State 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.

18. Permits and Licenses

The Contractor shall observe and comply, and shall ensure that its Subcontractors observe and comply with all federal, state, 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.

19. Conflict of Interest

- A. Contractor shall ensure that its officers and employees shall not participate in proceedings that involve the use of State funds or that are sponsored by the State 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 State 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 State service.

20. 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 State 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 State will have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by the State 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 State 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.

21. National Labor Relations Board

By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the State 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.

22. Drug-Free Workplace

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

23. Nondiscrimination/No Harassment Clause



- A. During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its Subcontractors interact in the performance of this Agreement. Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. Contractor shall comply and shall ensure that its Subcontractors comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to its Subcontractors to perform Work under the Agreement.

24. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

25. Governing Law; Jurisdiction

This Agreement, and all of the rights and duties of Contractor and the AOC arising out of or related to this Agreement or to the relationship of Contractor and the AOC, 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 AOC, whether based on contract, tort, statute, or anything else. Contractor agrees that any claims it has or may acquire against the AOC 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 AOCs 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.

26. 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.

27. 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.

28. Signature Authority

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

29. 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.

30. 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

**EXHIBIT C**

**PAYMENT PROVISIONS**

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.)

<b>Parking Facilities</b>	<b>Location</b>	<b>Monthly Fixed Fee</b>	<b>Monthly Percentage Based Fee</b>
<b>Airport Court</b>	<b>11701 South La Cienega Blvd. Los Angeles, CA 90045</b>	<b>\$ _____ Management Fee</b>	
<b>Alhambra Court -</b>	<b>150 Commonwealth Ave Alhambra, CA 91801</b>		<b>_____ % Revenue Sharing</b>
<b>Beverly Hills Court</b>	<b>9355 Burton Way Beverly Hills, CA 90210</b>		<b>_____ % Revenue Sharing</b>
<b>Chatsworth Court</b>	<b>9375 Penfield Ave. Chatsworth, CA 91311</b>	<b>\$ _____ Management Fee</b>	
<b>Compton Court</b>	<b>400 Acacia St Compton, CA 90020</b>		<b>_____ % Revenue Sharing</b>
<b>Edelman Children's Court</b>	<b>201 Centre Plaza Dr. Monterey Park, CA 91340</b>		<b>_____ % Revenue Sharing</b>
<b>El Monte Court</b>	<b>11264 East Valley Blvd El Monte, CA 91731</b>	<b>\$ _____ Management Fee</b>	
<b>Inglewood Court - East</b>	<b>One Regent St. Inglewood, CA 90301</b>		<b>_____ % Revenue Sharing</b>
<b>Inglewood Court - West</b>	<b>One Regent St. Inglewood, CA 90301</b>	<b>\$ _____ Management Fee</b>	
<b>Long Beach Court - A</b>	<b>101 South Magnolia Avenue Long Beach, CA 90802</b>		<b>_____ % Revenue Sharing</b>
<b>Long Beach Court - B</b>	<b>415 W. Ocean Blvd. Long Beach, CA 90802</b>	<b>\$ _____ Management Fee</b>	

<b>Metro Court - A</b>	<b>1945 South Hill St. Los Angeles, CA 90007</b>		<u>          </u> % <b>Revenue Sharing</b>
<b>Metro Court - B</b>	<b>1945 South Hill St. Los Angeles, CA 90007</b>		<u>          </u> % <b>Revenue Sharing</b>
<b>Pasadena Court</b>	<b>240 Ramona St, Pasadena, CA 91001</b>		<u>          </u> % <b>Revenue Sharing</b>
<b>Pomona South Court</b>	<b>350 West 7th St. Pomona, CA 91766</b>		<u>          </u> % <b>Revenue Sharing</b>
<b>San Fernando Court A</b>	<b>801 3rd St San Fernando, CA 91340</b>		<u>          </u> % <b>Revenue Sharing</b>
<b>San Fernando Court B</b>	<b>909 First St. San Fernando, CA 91340</b>	<b>\$ <u>          </u> Management Fee</b>	
<b>San Fernando Court C</b>	<b>1001 3 rd. St San Fernando, CA 91340</b>	<b>\$ <u>          </u> Management Fee</b>	
<b>San Pedro Court</b>	<b>505 South Centre St San Pedro, CA 90731</b>		<u>          </u> % <b>Revenue Sharing</b>
<b>West Angeles Court</b>	<b>1633 Purdue St. West Los Angeles, CA 90025</b>		<u>          </u> % <b>Revenue Sharing</b>
<b>Whittier Court</b>	<b>7621 South Painter Ave. Whittier, CA 90602</b>	<b>\$ <u>          </u> Management Fee</b>	
<b>Van Nuys Court</b>	<b>6170 Sylmar Ave. Los Angeles, CA 91401</b>		<u>          </u> % <b>Revenue Sharing</b>

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

**Consulting Services – Hourly Rate**

Provide an hourly cost for consulting services. This cost should include all cost related to the hourly rate exclusive of overnight travel. Cost should be provided for each of the following classifications:

	Hourly Rate
Senior Analyst	\$ _____
Analyst	\$ _____
Administrative Support	\$ _____

1. Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

2. Method of Payment

A. The Contractor shall submit an invoice monthly for the Work performed during the foregoing month. After receipt of invoice, AOC will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

B. The State will make payment in arrears within sixty (60) days after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate

- i. The Contract number,
- ii. A unique invoice number;
- iii. The Contractor's name and address;
- iv. Taxpayer identification number
- v. Description of the completed Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate; and the name(s) of employee(s) evaluated.
- vi. Preferred remittance address, if different from the mailing address.

C. Contractor shall submit one (1) original invoice to:

Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
Project Manager (Name and address designated on Work Order)

D. The AOC may withhold full or partial payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

3. Disallowance

If the Contractor claims or receives payment from the AOC that is later disallowed by the AOC, the Contractor shall promptly refund the disallowed amount to the AOC upon the AOC's request. At its option, the AOC may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

4. Payment Does Not Imply Acceptance of Work

The granting of any payment by the AOC, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor to correct unsatisfactory work in connection with this Agreement.

5. Release of Claims

The acceptance by the Contractor of its final payment due under this Agreement shall be and shall operate as a release to the State and the AOC of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement (including every act and neglect of the AOC), with the exception of any claims that are expressly identified by the Contractor as outstanding as of the date of Contractor's submission of Contractor's final invoice. Contractor's failure to identify any such claims shall operate as a release of all claims.

## **EXHIBIT D**

### **STATEMENT OF WORK**

#### **1. PROJECT DESCRIPTION**

The Selected Contractor will operate and maintain the Parking Facility Operations as premier, first-class commercial public automobile parking facilities, and for no other purpose. Contractor will diligently and continually satisfy the parking demands generated by tenants, visitors, invitees, the public and customers served by the facilities. Additionally the 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, specifications, policies, and procedures provided by AOC and the Selected Contractor, which may change from time to time at AOC's discretion.

#### **2. STATEMENT OF WORK**

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 AOC. The agreement shall not be assigned or subcontracted in whole or in part without the written consent of the AOC,

#### **SCOPE OF WORK: ON SITE**

##### Daily

- General litter pickup, e.g., 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 AOC's policy.
- Sweep or wash along curbs, sweep standing water to drains, as needed.
- Report all maintenance problems to the AOC Customer Service Center (CSC) Facilities Management Unit (FMU) at 888-225-3583

##### Weekly

- Power sweep if applicable.

Note: AOC may opt to exclude services from the final format of this Agreement

##### Monthly

- Supervisory inspection of Parking Facility with written report to AOC.

#### Quarterly

- Selected contractor and AOC joint site inspections.

#### General

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

### **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.

### **Equipment**

AOC 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.

### **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 AOC'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 AOC.

### **Additions and Alterations**

No additions, alterations, or modifications will be made to the Parking Facilities by Selected Contractor, unless first approved in writing by AOC.

### **Access by Judicial Branch Personnel**

The Judicial Council of California, the Administrative Office of the Courts (AOC), the Superior Court of California, and the Appellate Courts, including their respective officers, agents, servants, and employees shall have the right to enter and inspect the Parking Facilities at any time.



## **Personnel**

During the term of the Agreement, all personnel employed to operate the Parking Facility shall be solely the employees of the selected Contractor and shall have no contractual relationship with AOC.

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
- AOC Live Scan background check.
- Wear the AOC approved Contractors (Green) badge at all times while on duty.

Staffing levels and costs should be identified in accordance with parking facility.

Selected Contractor shall remove from the Parking Facility any of the Selected Contractor's employees who are unsatisfactory to AOC. 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 AOC. Personnel shall not be transferred until a replacement is approved by AOC or selected Contractor and oriented to the project by selected Contractor.

## **Gross Revenues, Operating Expenses, and Operating Surplus**

A. Gross Revenues, Operating Expenses, and Operating Surplus are defined as follows:

- 1) "Gross Revenues" shall include all revenues received by Selected Contractor or AOC and the value of all discounted, validated and free parking granted by AOC from the parking of vehicles in a Parking Facility.
- 2) 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:

- 3) Wages of supervisory personnel assigned or allocated to a Parking Facility, attendants, cashiers, clerical and audit staff and a charge from Selected Contractor 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;
- 4) All sales taxes;
- 5) Credit card service fees;
- 6) Telephone expenses;
- 7) Business taxes, other than franchise taxes on income or profits;
- 8 License and permits;
- 9 Insurance, rate, to the extent required
- 10 Sundry items such as uniforms, tickets and janitorial supplies;
- 11 Payroll processing and accounts receivable processing expense;
- 12) Voluntary settlement of patrons' claims for vehicle damage or loss of contents provided that the same has been authorized by AOC and approved by selected Contractor;
- 13 Normal maintenance and repairs of a Parking Facility including repainting of stall markings, replacement or repair of signs and ticket dispensing equipment;
- 14) Legal or audit charges directly attributable to the operation of a Parking Facility other than those performed by the staff of AOC or selected Contractor if approved in advance by the AOC, or that are covered under the terms of one or more of the insurance policies required in this agreement;
- 15) Costs of special audits performed by selected Contractor's staff auditor for the mutual benefit of AOC 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;
- 16) Costs of any drug or alcohol screening, DMV reports and background checks of employees and applicants for employment; and
- 17) Costs of compliance with the Payment Card Industry Data Security Standards.

- B. "Operating Surplus" shall be defined as "Gross Revenues" less "Operating Expenses."
- C. At least 60 days prior to the commencement of the second contract year, Selected Contractor shall prepare and submit to AOC 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 Facility and shall include an automatic adjustment tied to the Consumer Price Index for all Urban Consumers (CPI-U). In the event the parties cannot agree on the proposed budget by the beginning of the new contract year, Selected Contractor shall utilize the last Approved Budget, adjusted by the CPI-U until such time as the proposed budget is approved. Selected Contractor shall not, without first obtaining the prior written approval of AOC, 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 AOC; provided AOC shall be informed by the next business day of any such expenditure.
- D. Receipts and Payments
- A. Selected Contractor shall agree that it will keep records of Gross Revenue and Operating Expenses pertaining to the operation of the Parking Facility for three (3) years.
- B. 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 Facility, 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:
- Selected Contractor shall pay all Operating Expenses,
  - 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 of California – Administrative Office of the Courts in conjunction with Selected Contractor's monthly report to AOC 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.

### **Reporting Procedures**

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

- Monthly Statement of Parking Revenue and Expenses

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- Monthly Aged Accounts Receivable
- Monthly reconciliation report showing monthly parking contract activity. (New cards issued, cards cancelled etc.)
- Any other report AOC 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 AOC.

**EXHIBIT E**

**CREDIT CARD SECURITY OBLIGATIONS:**

Contractor currently maintains a merchant agreement (“Merchant Agreement”) with a national credit card processor to facilitate the acceptance of credit cards for payment at its parking operations, and is willing, during the Term hereof, to extend the benefits of the Merchant Agreement (or any subsequent Merchant Agreement) to visitors, invitees, the public and customers served by the facilities, subject to the following provisions:

A. All credit card processing equipment and networks must meet all PCI DSS standards (as defined herein) as evidenced by the inclusion of the equipment on Visa’s “Validated Payment Applications” list, as well as any and all standards required by federal or state law, throughout the duration of the Term hereof. Contractor agree to comply with Visa’s Cardholder Information Security Program/CISP, MasterCard’s Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations, and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the “Security Guidelines”). All credit card equipment service providers that Contractor use under the Contract must be recognized by VISA as compliant with PABP. Contractor further agree to exercise reasonable due diligence to ensure that all of their managers, agents, business partners, contractors and subcontractors maintain compliance with the Security Guidelines.

B. Contractor shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind by Contractor, Contractor shall immediately notify visitors, invitees, the public and customers served by the facilities, in writing, and shall provide, at Contractor’s sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

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C. To the extent any upgrades, or system changes, may be required to comply with credit card processor changes or changes to the PCI DSS standards, Contractor agrees to approve and allow implementation of such upgrades prior to the effective date of such changes..

END OF EXHIBIT

**ATTACHMENT 6**

**DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code sections 10475 - 10481 apply to any bidder or proposer that currently or within the previous three years has had business activities or other operations outside of the United States. For such a bidder or proposer to submit a bid/proposal to the AOC, the bidder or proposer must certify that it is either (a) not a scrutinized company; or (b) a scrutinized company that has been granted permission by the AOC to submit a bid/proposal.

*If the bidder or proposer has not had any business activities or other operations outside of the United States within the previous three years, the bidder or proposer does not need to complete this form.*

**OPTION #1 - CERTIFICATION**

Please insert the bidder's or proposer's name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that (a) the company named below is **not** a scrutinized company per Public Contract Code section 10476; and (b) I am duly authorized to legally bind the company named below. This certification is made under the laws of the State of California.

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

**OPTION #2 – WRITTEN PERMISSION FROM THE AOC**

The AOC may permit a scrutinized company, on a case-by-case basis, to propose/bid on a contract with the AOC for goods or services, if it is in the best interests of the AOC. If the bidder or proposer is a scrutinized company that has obtained written permission from the AOC to submit a bid or proposal, complete the information below.

The bidder/proposer identified below is a scrutinized company as defined in Public Contract Code

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section 10476, and it has received written permission from the AOC to submit a bid or proposal. A copy of the written permission from the AOC is included with its bid or proposal.

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



<b>ATTACHMENT 7</b>			
<b>#</b>	<b>RFQ Reference</b>	<b>Question</b>	<b>Answers</b>
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