

AGREEMENT NUMBER
MA-2024-14

**JUDICIAL COUNCIL OF CALIFORNIA
 LEVERAGED PROCUREMENT AGREEMENT**

- In this Leveraged Procurement Agreement (“Agreement”), the term “Contractor” refers to **AVI Systems, Inc**, and the term “Establishing Judicial Branch Entity” or “Establishing JBE” or “Judicial Council” refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Judicial Council and Judicial Branch Entities (as defined in Exhibit 1). Any Judicial Branch Entity, including the Establishing JBE, that enters into a Participating Addendum with Contractor pursuant to this Agreement is a “Participating Entity” (collectively, “Participating Entities”). The Establishing JBE and the Participating Entities are collectively referred to as “JBEs” and individually as “JBE”).
- This Agreement is effective as of January 1, 2025 (“Effective Date”) and expires on December 31, 2028 (“Expiration Date”).
 This Agreement includes two (2) options of consecutive one-year periods (“Option Term(s)” or “Subsequent Term(s)”), which may be exercised and administered at the Establishing JBE’s sole discretion and as indicated in Exhibit 4 (General Terms and Conditions), which are attached hereto and incorporated herein.
- The title of this Agreement is: Leveraged Procurement Agreement for **Statewide Audiovisual Systems, Solutions, and Maintenance Services**.
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.
- The Parties agree that this Agreement, made up of this coversheet, the exhibits and appendixes listed below, and any attachments (collectively “Contract Documents”), contains the Parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties, and is mutually binding on the Parties in accordance with its terms.

- Exhibit 1 – Definitions
- Exhibit 2 – Use of Leveraged Purchase Agreement
- Exhibit 3 – Goods and Services
- Exhibit 4 – General Terms and Conditions
- Exhibit 5 – Pricing and Payment Provisions
- Exhibit 6 – Fee Schedule
- Exhibit 7 – Judicial Council’s Expense and Travel and Reimbursement Guidelines

- Exhibit 8 – Participating Addendum
- Exhibit 9 – Unruh Civil Rights Act and FEHA Certification
- Appendix A – Judicial Council Service Work Order Authorization Process
- Appendix B – Acceptance and Sign-Off Form
- Appendix C – Prevailing Wage and Related Labor Requirements Certification

ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	AVI Systems, Inc.
BY (Authorized Signature) <i>Tracy Matthews</i>	BY (Authorized Signature) <i>Brandon Sorensen</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Tracy Matthews, Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING Brandon Sorensen, Regional Vice President
DATE EXECUTED 12/31/2024	DATE EXECUTED Dec 30, 2024
ADDRESS Branch Accounting and Procurement 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348	ADDRESS AVI Systems, Inc. 6612 Owens Drive Pleasanton, CA 94588

EXHIBIT 1

Defined Terms¹

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

“Acceptance” is defined in Exhibit 3, Section 3.

“Agreement” or “Leveraged Procurement Agreement” means the entire integrated agreement, including all Exhibits, Appendices, Attachments, Amendments, and any other Contract Document incorporated therein, signed by the Establishing JBE and Contractor, for performance of the Work.

“Amendment” means a written Contract Document issued by a JBE, and signed by both Contractor and the JBE, which, in the case of the Establishing JBE, modifies the Agreement or, in the case of any Participating Entity, modifies the Participating Entity’s Participating Addendum, including any (1) change in the Work; (2) change in fees, pricing and payment terms; (3) change in schedule for delivery and performance of Work; or (4) change to other terms and conditions.

“Applicable Law” means any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.

“Appropriation Year” refers to the authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year.

“Business Day” means any day other than Saturday, Sunday or a scheduled JBE holiday.

“Claims” means claims, suits, actions, arbitrations, demands, proceedings, fines, penalties, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys’ fees and costs), including those based on the injury to or death of any person or damage to property.

“Confidential Information” means: (i) any information related to the business or operations of each JBE, including information relating to its personnel or users; and (ii) all financial, statistical, personal, technical and other data and information of the JBEs (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows or would reasonably be expected to know is confidential. Confidential Information does not include information that Contractor demonstrates to the JBE’s satisfaction that: (a) that Contractor lawfully knew prior to the JBE’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor, has become generally available to the public.

“Consulting Services” refers to the services performed under “Consulting Services Agreements,” which are defined in Public Contract Code section 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type. The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

“Contract Amount” means the contract amount of any Participating Addendum.

“Contractor” refers to an individual or entity, contracting with the JBEs to do the agreed Work and supply any Deliverable under this Agreement and any Participating Addendum. Contractor is a party to this Agreement.

¹ Additional capitalized terms may be defined in the other Appendices to this Agreement.

“Contractor Key Personnel” means the Contractor Project Manager and those Project Staff members identified as “Key Personnel” as set forth in a Scope of Work.

“Contractor Project Manager” means the employee identified in a Scope of Work as the Contractor project manager.

“Contractor Work Location(s)” means any location (except for a JBE Work Location) from which Contractor provides Work.

“Contractor Materials” means Materials owned or developed prior to the provision of the Work or developed by Contractor independently from the provision of the Work and without use of the JBE Materials or Confidential Information.

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

“Data” refers to information, including, but not limited to, Confidential Information, personal information, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

“Data Safeguards” means the highest industry-standard safeguards (including administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of the JBE Data or Confidential Information, and such other related safeguards that are set forth in Applicable Laws, a Scope of Work, or pursuant to JBE policies or procedures.

“Default” means if any of the following occurs: (i) Contractor breaches any of Contractor’s obligations under this Agreement, and this breach is not cured within ten (10) days following notice of breach (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as to Contractor’s bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading; or (iv) any act, condition, or item required to be fulfilled or performed by Contractor to (x) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (xi) ensure that these obligations are legal, valid, and binding, or (xii) make this Agreement admissible when required is not fulfilled or performed.

“Defect” means any failure of any portion of the Work to conform to and perform in accordance with the requirements of this Agreement and all applicable Specifications and Documentation.

“Deliverables” means any Developed Materials, Contractor Materials, Third-Party Materials, or any combination thereof (including those identified as “Deliverables” in a Scope of Work, together with all Upgrades thereto), as well as any other items, goods, or equipment provided pursuant to the Work (except the licensed software).

“Developed Materials” means Materials created, made, or developed by Contractor or Subcontractors, either solely or jointly with the Judicial Branch Entities or JBE Contractors, in the course of providing the Work under this Agreement, and all Intellectual Property Rights therein and thereto, including, without limitation, (i) all work-in-process, data or information, (ii) all modifications, enhancements and derivative works made to Contractor Materials, and (iii) all Deliverables; provided, however, that Developed Materials do not include Contractor Materials.

“Documentation” means all documentation published by Contractor for any applicable licensed software, and all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Work together with all Upgrades thereto.

“Effective Date” has the meaning set forth on the Coversheet.

“Establishing JBE” is defined on the Coversheet.

“Expiration Date” is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

“Goods” is defined in Exhibit 3, Section 1.1.

“Hosted Services” means any cloud-based services, hosted service (including hosted services relating to any licensed software), software as a service, or other Internet or network-based services provided under the Agreement.

“Initial Term” is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

“Intellectual Property Rights” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

“IT Infrastructure” means software and all computers and related equipment, including, as applicable, central processing units and other processors, controllers, modems, servers, communications and telecommunications equipment and other hardware and peripherals.

“JBE” and “JBEs” have the meaning defined in the coversheet of this Agreement.

“JBE Contractors” means the agents, subcontractors and other representatives of the Judicial Branch Entities, other than Contractor and Subcontractors.

“JBE Data” means the Confidential Information, Personal Information, and any information, data, or content that is provided to or accessed by Contractor.

“JBE Project Manager” means the individual appointed by the JBE to communicate directly with the Contractor Project Manager.

“JBE Work Locations” means any JBE facility at which Contractor provides Work.

“JBE Materials” means Materials owned, licensed, made, conceived, or reduced to practice by a Judicial Branch Entity or a JBE Contractor, any Materials developed or acquired separate from this Agreement, and all modifications, enhancements, derivative works, and Intellectual Property Rights in any of the foregoing.

“Judicial Branch Entity” or “Judicial Branch Entities” means the Establishing JBE and any other California superior or appellate court, including the supreme court and the Habeas Corpus Resource Center.

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

“Materials” means (i) all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software, and (ii) all inventions (whether patentable or not), discoveries, literary works and other works of authorship (including software), designations, designs, know-how, technology, tools, ideas and information.

“Notice” means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Exhibit 4, Section 10.

“Option Term” means a period as set forth in the Coversheet, if any, through which this Agreement may be or has been extended by the Establishing JBE.

“Participating Addendum” is defined in Exhibit 2, Section 1.2.

“Participating Entities” and “Participating Entity” are defined on the Coversheet.

“Parties” means the JBE and Contractor, collectively.

“Party” means either the JBE or Contractor, as the case may be.

“PCC” refers to the California Public Contract Code.

“Personal Information” means any personally identifiable information (e.g., person’s name, address, credit card number, email address) that is provided, generated, collected, accessed, stored or obtained pursuant to this Agreement, including transactional and other data pertaining to individuals.

“Project Lead” means Contractor’s representative who will operate as the main interface with the JBE regarding the Work to be performed under this Agreement or any Participating Addendum. Contractor’s Project Lead may vary by Participating Entity.

“Project Manager” means JBE representative who will operate as the main interface between Contractor and the JBE regarding the Work to be performed under this Agreement and each Participating Addendum.

“Project Staff” means the personnel of Contractor and Subcontractors who provide the Work.

“Services” is defined in Exhibit 3, Section 2.1.

“Specifications” means with respect to each Deliverable, service, goods, or other portion of the Work, the detailed provisions and documents setting out the specifications, functionality and requirements. With respect to any licensed software specifically, “Specifications” means collectively (i) the functional specifications for any licensed software, as such functional specifications may be developed and revised from time to time, and (ii) the additional specifications required by a JBE to be implemented in addition to the specifications for any licensed software. Specifications include, without limitation, the technical specifications for any licensed software as established in the Documentation accompanying such licensed software.

“Scope of Work” means one or more statements of Work to be provided pursuant to and governed under the terms of this Agreement, as agreed to by the Parties.

“Subcontractor” means the agents, subcontractors and other representatives of Contractor providing Work hereunder who are not employees of Contractor.

“Task” refers to one or more functions, services, or actions, as specified in this Agreement or a Participating Addendum, to be performed by Contractor for the JBE.

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

“Termination Assistance Period” means the period commencing upon the expiration or termination of this Agreement and each Scope of Work and expiring six (6) months thereafter, as such period may be extended by the Parties.

“Third-Party” means any person or entity other than the JBE or Contractor.

“Third-Party Materials” means Materials that are licensed or obtained by Contractor from a Third-Party.

“Upgrades” means all new versions and releases of, and bug fixes, error corrections, Workarounds, updates, upgrades, modifications, or patches for any licensed software, Hosted Services, Deliverables, Documentation, or any other portion of the Work. “Upgrades” shall also include any modification, improvement, enhancement, added feature, or added functionality to any licensed software that Contractor develops, distributes, or enables in connection with or as a result of any individual Participating Entity’s participation in this Agreement. Such Upgrades shall become part of the licensed software and Hosted Services and available to all other Participating Entities under the terms of this Agreement.

“Work” means each of the following, individually and collectively: any or all labor, training, services, Deliverables, licensed software, Goods (including equipment) and Materials provided under this Agreement, including those Services and Deliverables set forth in a Scope of Work, and any incidental services, items, activities, or responsibilities that are reasonable and customary in the industry and not specifically described in this Agreement (or the Scope of Work), but which are required for the performance and completion of Contractor’s obligations and delivery of services.

“Workaround” means a temporary modification to or change in operating procedures for the Work that: (i) circumvents or effectively mitigates the adverse effects of a Defect so that the Work complies with and performs in accordance with the applicable Specifications and Documentation; (ii) does not require substantial reconfiguration of the Work or any reloading of Data; and (iii) does not otherwise impose any requirements that would impede an end user’s efficient use of the Work.

“Work Location(s)” means any JBE Work Location or Contractor Work Location.

END OF EXHIBIT

EXHIBIT 2

Use of Leveraged Procurement Agreement

1. Use of Leveraged Procurement Agreement.

- 1.1 This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of orders.
- 1.2 Each JBE shall have the right to request Goods and/or Services under this Agreement. A JBE may request Goods and/or Services by entering into a Participating Addendum with Contractor in the form attached as Exhibit 8 to this Agreement ("Participating Addendum"). Pricing for Work shall be in accordance with the prices set forth in this Agreement, and pricing in any Participating Addendum for the applicable Work may not exceed the prices and fees set forth in the Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.
- 1.3 The Parties acknowledge that a material consideration of this Agreement is the ability for all interested JBEs to be able to participate in this Agreement. Therefore, in the event Contractor unreasonably refuses or fails to execute a Participating Addendum with an interested JBE after such JBE has presented Contractor with a Participating Addendum for execution, Contractor shall be prohibited from executing any Participating Addendum with any other JBE unless and until Contractor executes a Participating Addendum with all interested JBEs. The foregoing provision is not intended to limit any other JBE rights or remedies available.
- 1.4 Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the Term of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on a Scope of Work, purchase order document, service work order document, Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully signed copy of each Participating Addendum between the Contractor and a Participating Entity.
- 1.5 The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a Participating Entity shall not be deemed a breach by any other JBE. Under no circumstances shall a Participating Entity have any liability or obligation except pursuant to a Participating Addendum signed by such Participating Entity, nor shall any breach by a Participating Entity under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

1.6 Requests for Goods and Services.

- A.** Requests for Goods and Services under this Agreement will be made by the Participating Entity(ies) through the issuance of a Scope of Work, which may include all or a subset of the goods and services set forth in this Agreement. The Scope of Work will reference the specific Agreement number and will list and describe all of the requested Goods and Services. The terms and conditions of this Agreement shall take precedence over the terms and conditions of any Scope of Work, contract, or terms and conditions included on an invoice or like document.
- B.** Contractor will provide the Participating Entity(ies) with the total cost and lead time required for the Good(s) and Services requested via the issuance of Scope of Work by the Participating Entity(ies) including maintenance and repairs on existing systems. The total cost will itemize the cost of the Services, Goods, installation (as applicable), and sales tax (as applicable). Contractor will coordinate the delivery and/or installation dates (as applicable) with the Participating Entity prior to finalizing the Scope of Work.
- C.** Contractor is required to maintain a staffed number for ordering, inquiries, and customer service, including requests for maintenance service.

1.7 Authorizing Goods and Services.

- A.** The Establishing JBE under this Agreement or the JBE under a Participating Addendum may at its option place orders and authorize the JBE Work using a purchase order or service work order subject to the following: such purchase order or service work order is subject to and governed by the terms of this Agreement and applicable Participating Addendum, and any term in the purchase order or service work order that conflicts with or alters any term of this Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement (or the Participating Addendum), will not be deemed part of the contract between Contractor and that JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such purchase orders or service work orders.
- B.** The Establishing JBE under this Agreement will place orders and authorize Work via a purchase order or service work order.
- C.** The JBE under a Participating Addendum will place orders and authorize Work directly from the Contractor utilizing the ordering process identified in that Participating Entity's Participating Addendum.

- 1.8** Contractor will provide the JBE with an immediate acknowledgement of the order. The acknowledgement will be submitted by email, regardless of what method is used to issue the Scope of Work, purchase order, or service work order, and will include: the Goods and Services requested, installation/delivery/service dates, and contact information. Contractor to send a copy of all orders and Participating Addenda to the JCC mailbox AV_MSA@jud.ca.gov so that JCC may track utilization of the LPA. This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

2. Project Performance: Facilities Work

- 2.1** Court Defined. The term "Court" as used in this Section 2, Exhibit 2 shall refer to any Participating Entity, but does not include the Judicial Council.

- 2.2 *Facility Modifications Policy.* Any aspect of the Project that consists of or may include Facilities Work for a trial court shall comply with the Judicial Council's *Trial Court Facility Modifications Policy*, revised March 15, 2019, as may be revised from time to time and is incorporated herein by this reference, which is available at the following link: <https://www.courts.ca.gov/documents/jc-facility-modification-policy.pdf>.
- 2.3 *Performance Requirements.* The performance of any aspect of the Project that consists of or may include Facilities Work shall: be performed (a) with the use of properly licensed and insured contractors; (b) in a good and workmanlike manner free from design, material, and workmanship defects; (c) in compliance with all Labor Code requirements for prevailing wages and project/contractor registration; (d) under proper solicitation and procurement procedures; and (e) subject to all environmental safety procedures including, without limitation, the handling and removal of asbestos-containing materials and any other hazardous substances.
- 2.4 *Permitting Services Requirements.* The Judicial Council's Facilities Services Manager of Quality Compliance ("Quality Compliance Manager") serves as the Building Official for the Judicial Council under title 24 of the California Code of Regulations ("California Building Code") and is responsible for the plan review, permitting, and inspection services required for work on Court facilities for which the Judicial Council is responsible (collectively, "Permitting Services").

Any aspect of the Project that consists of or may include Facilities Work must carry out and complete all necessary and applicable Permitting Services as determined by the Quality Compliance Manager in accordance with the California Building Code.

The Permitting Services that may be needed for Facilities Work for the Project is generally set forth in the Plan Review, Permitting, and Inspection Matrix ("PRPI Matrix") prepared and maintained by the Quality Compliance Manager, as may be updated from time to time and is incorporated herein by this reference; a copy of which may be provided to the Court upon request. Prior to performing any aspect of the Project that may or does include Facilities Work, the Court shall communicate with the Quality Compliance Manager with respect to the applicability of Permitting Services under the PRPI Matrix to that Facilities Work.

Notwithstanding the foregoing, the Parties acknowledge and agree that Permitting Services needing to be completed may also include compliance with the requirements of all other authorities having jurisdiction such as, without limitation, (a) the local county having jurisdiction for Permitting Services over a particular facility in addition to or instead of the Judicial Council, (b) the State Fire Marshal (or local marshal) for fire and life safety, (c) the Division of the State Architect for accessibility, and (d) the Board of State and Community Corrections for in-custody holding, all as and if applicable.

END OF EXHIBIT

EXHIBIT 3

Goods and Services

Contractor shall provide the Work described in this Agreement, including this Exhibit and the Scope of Work and Specifications.

1. Goods

1.1 Description of Goods. As ordered by the JBE pursuant to this Agreement under a Participating Addendum, Contractor shall provide to the JBEs the following products, goods, materials, and supplies (“Goods”), free and clear of all liens, claims, and encumbrances, and in accordance with this Agreement:

Audiovisual Systems, Solutions, and Maintenance Services (both hardware and software)

1.2 Scope of Work

a) **Category One-** Provide audiovisual hardware and related equipment. This may include but is not limited to:

- Control systems, systems, mixers, processors, monitors, touch panels, projectors, screens, cameras, and microphones, keyboards, mice, switches, and modules to expand or provide functionality in audiovisual hardware and related equipment.
- Cables, connectors, adapters, brackets, racks, cabinets, furniture to house AV equipment, devices, and equipment to organize and manage cabling, raised flooring systems to facilitate changes in courtroom layout and/ or technology.
- Service and maintenance contracts.
Coordinate with ordering JBE as needed to facilitate quote development. Prepare quote packages that clearly identify device, product ID, unit cost, quantity, extended total, discount if applicable, taxable/ nontaxable, and shipping cost. Quotes must also clearly

identify the process for changing, cancelling, or returning the equipment that has been ordered.

- Provide lead times for all equipment quoted prior to order.
- Provide detailed shipping information including carrier and tracking number.
- Continuously monitor and notify ordering JBE of shipping updates, including delays or possibility of expedited order.
- JBE reserves the right to require logical diagrams illustrating proposed solution as part of the quote package.

b) **Category Two:** Design, construct, and/or program audio visual systems. This may include, but are not limited to:

Design new or upgraded audiovisual systems. (Services may include but not limited to)

- Conduct site visits to determine the scope of the projects.
- Formulate a plan of action together with the stakeholders.
- As the design evolves, continue to communicate with the stakeholders to keep them apprised of the progress and report updates.
- Determine what equipment needs to be replaced and what can be re-used.
- Make drawings and write specifications for all assigned work.
- Provide project budget estimates.
- Prepare a bid package that meets the requirements of the Judicial Council of California.
- Evaluate the bids and advise which contractor(s) are most qualified to perform the work.
- Evaluate change orders for both financial, technical and functional issues, in cases where unforeseen issues are discovered during installation or construction.
- Perform a punch list at project completion.
- If required, do a post-completion do a post-completion evaluation to confirm that systems are operating per design.
- Consultant may **NOT** bid on any construction work they have recommended. (No Follow On).
- JBE reserves the right to require logical diagrams illustrating proposed solution as part of the quote package.

Construct, implement new or upgraded audiovisual systems. Services include:

- Procure, furnish, and install audiovisual systems included in design.
- Program the installed systems to work with the facility infrastructure. operation and maintenance staff including step-by-step written directions for troubleshooting.
- Provide training to operation and maintenance staff including step-by-step written directions for troubleshooting.
- Provide written warranty for the completed work. The duration of the warranty shall be dependent on the scope and negotiated at the time of bid proposals for specific projects.
- Conduct service visits as needed during the warranty period.
- Evaluate change orders for both financial, technical, and functional issues, in cases where unforeseen issues are discovered during installation or construction.
- Perform a punch list at project completion.

- If required, conduct a post-completion evaluation to confirm that systems are operating per design.
- JBE reserves the right to require logical diagrams illustrating proposed solution as part of the quote package.

Program new or upgraded audiovisual systems. Services may include but are not limited to:

- For AV control system design, obtain a template for the touch panel, if available, either from the JBE or the Judicial Council and base the final design on that template.
- Start work as soon as the design is approved by the hiring entity.
- Coordinates schedules with the AV contractor to ensure delays are minimized.
- If required, the programmer is to visit the contractor's local facility in order assist in the system testing before the equipment is delivered to the job site.
- Keep the firmware up to date on all programmable systems.
- After systems are completely tested and functioning visit the site to make sure every function works as designed.
- JBE reserves the right to require logical diagrams illustrating proposed solution as part of the quote package.

1.3 Inventory. The JBEs have an ongoing requirement for the products indicated in this Agreement. The Contractor shall maintain access to a reasonable stock of such products on hand for the term of this Agreement. Failure to maintain access to a reasonable stock may result in termination of this Agreement for default by the Contractor.

1.4 Estimated Volumes. No minimum ordering estimate is stated in this Agreement. The Judicial Council and JBEs will make their purchasing decision based on what is in the best interest of the Judicial Council and JBEs.

1.5 Warranties.

A. Contractor warrants to the JBEs that the Goods will be new and merchantable for their intended purposes, free from all defects in materials, workmanship, and installation, in compliance with all applicable specifications and documentation, and to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design. The JBE's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

B. Contractor warrants to the JBEs that the Goods will be compliant with all standards and regulations as set forth by all federal agencies and state and local governmental entities. All installations and materials shall meet state and local building codes, as well as California fire and safety codes.

2. Services.

2.1 Description of Services. As ordered by the JBE pursuant to this Agreement under a Participating Addendum, Contractor shall perform the following services ("Services") for the JBEs:

Design, Construct, Program, Implement, Operate, and/or Maintain Audiovisual Systems

2.2 Description of Deliverables. As ordered by each JBE pursuant to this Agreement under a Participating Addendum, Contractor shall complete and deliver or submit to the JBEs work products ("Deliverables") in the following categories including but not limited to

Design, Construct, Program, Implement, Operate, and/or Maintain Audiovisual Systems

- 2.3 Timeline.** Contractor must perform the Services and deliver the Deliverables according to the following timeline:
- A.** Begin performance of the Services at any JBE facility or at multiple facilities in an identified region simultaneously within three (3) days, or less depending on severity of issue, of receiving a service request.
- 2.4 Project Managers.** Each JBE may designate a Project Manager. The Establishing JBE's Project Manager is: Kackie Cohen, Information Technology Architect. A JBE may change its Project Manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: Amber Dayo. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement.
- 2.5 Resources.** Contractor is responsible for providing any and all facilities, materials, and resources (including personnel, equipment, tools and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
- 2.6 Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Establishing JBE-required approvals are secured. Any commencement of performance prior to Agreement approval (and approval by a JBE of a Participating Addendum) shall be at Contractor's own risk.
- 3. Inspection and Acceptance Criteria.** All Work is subject to written acceptance by each JBE. The JBE will apply the acceptance criteria set forth in the Acceptance and Signoff Form (Appendix B) (including timeliness, completeness, technical accuracy, and conformance to statistical, industry or marketplace standards) to determine acceptance or rejection of the Work. Contractor will not be paid for any rejected Goods, Services, or Deliverables.
- 3.1** The JBE may use the attached Acceptance and Signoff Form (Appendix B) to notify Contractor of the acceptance or rejection of the Goods, Services, or Deliverables.

END OF EXHIBIT

EXHIBIT 4

General Terms and Conditions

1. Provisions Applicable to Services

- 1.1 **Qualifications.** Contractor shall assign to this Project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If a JBE is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel with respect to such JBE.
- 1.2 **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 **Background Checks.** 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. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE.

2. Contractor Certification Clauses.

Contractor certifies to the JBEs that the following representations and warranties, which shall apply to this Agreement and any Participating Addendum, are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBEs if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- 2.1 **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement and any Participating Addendum, and Contractor's signatory has authority to bind Contractor to this Agreement and any Participating Addendum.
- 2.2 **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1 and is eligible to contract with the JBEs.
- 2.3 **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement (or any Participating Addendum) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any Participating Addendum).
- 2.4 **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 2.5 **No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement and any Participating Addendum does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform its obligations.
- 2.7 **Compliance with Laws Generally.** Contractor complies with all laws, rules, and regulations applicable to Contractor's business and its obligations under this Agreement and any Participating Addendum.

- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 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 any Participating Addendum), and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement (and any Participating Addendum) do not infringe, or constitute an infringement, misappropriation or violation of, any Third Party's intellectual property right.
- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3. Labor Code Provisions

3.1 Prevailing Wage:

- A.** The Contractor and all Subcontractors under the Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq., of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement (and any Participating Addendum), as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council's principal office. Prevailing wage rates are also available from the Court or on the internet at (<http://www.dir.ca.gov>).
- B.** Contractor shall ensure that Contractor and all of Contractor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification (Attachment C) and incorporated herein.
- C.** The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

3.2 Registration:

- A.** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records (“CPR(s)”) to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations (“DIR”). Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

- B.** Contractor shall ensure that Contractor and all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. Contractor represents to the Court that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Contractor shall not permit any Subcontractor to perform Work on the Project, without first verifying the Subcontractor is properly registered with the DIR as required by law and providing this information in writing to the Court. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this Work is public work to which Labor Code section 1771 applies.
- C.** IF A COURT IS USING THIS AGREEMENT WITHOUT THE JUDICIAL COUNCIL’S KNOWLEDGE THE COURT MUST REGISTER THEIR PROJECT WITH DIR TO COMPLY WITH DIR’S LABOR COMPLIANCE PROVISIONS.

4. Insurance

4.1 General Requirements

- A.** By requiring the minimum insurance set forth in this Agreement, the Judicial Council and JBEs shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.
- B.** The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the Judicial Council and JBEs in compliance with the insurance requirements set forth in this Agreement. The Judicial Council may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the Judicial Council and JBEs that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

- C. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the Judicial Council, in its sole discretion, and that are rated “A-VII” or higher by A. M. Best’s key rating guide and are authorized to do business in the State of California.
- D. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the Judicial Council. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

Self-insured retentions (“SIR”) must be declared to and approved in writing by the Judicial Council. The Judicial Council may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Judicial Council. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or Subcontractor who procured such insurance and shall not apply to the Indemnified Parties. Judicial Council may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policies must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. Judicial Council reserves the right to obtain a copy of any policies and endorsements for verification.

- E. Contractor is responsible for and may not recover from the State of California, Judicial Council, or the Court any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.
- F. Contractor, prior to commencement of the Work, shall provide Participating JBE with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Participating JBE, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this “General Requirements” subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State of California; Participating JBE; and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the Participating JBE.
- G. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or the Court. Contractor’s liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.
- H. Failure to provide the documentation as required prior to the commencement of Work shall not constitute or be construed as a waiver of the obligation to provide such documentation.
- I. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of

insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the Judicial Council may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to Judicial Council on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.

- J.** In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, Judicial Council may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- K.** Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, Judicial Council, the Court, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Work, and for any liability arising out of or in connection with the Work performed by Contractor under this Agreement or arising out of or in connection with Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.
- L.** Contractor shall provide the Judicial Council with written notice within **TEN (10)** calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the Judicial Council's Project Manager.
- M.** Judicial Council reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **TEN (10)** business days following the request by Judicial Council.
- N.** Contractor must require insurance from its Subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the Judicial Council, and the Participating Entity where the Project is located.

4.2 Individual Policy Requirements for Contractor

A. Commercial General Liability

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage and \$4,000,000 annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made, or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Work or the termination of this Agreement, whichever occurs first.

B. Commercial Automobile Liability

Commercial Automobile Liability Insurance shall have limits of not less than \$1,000,000 per accident. This insurance must cover liability arising out of or in connection with the operation,

use, loading, or unloading of a motor vehicle assigned to or used in connection with the Work including, without limitation, owned, hired, and non-owned motor vehicles.

C. Workers' Compensation & Employers' Liability Insurance

If Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be 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. If Contractor does not have employees, it shall provide a letter, on company letterhead, to the Judicial Council certifying, under penalty of perjury, that it does not have employees. Upon the Judicial Council's receipt of the letter, Contractor shall not be required to maintain workers' compensation insurance.

D. Professional Liability Insurance

Should the Work include design and/or consulting services/work, then Contractor shall be required to obtain and maintain Professional Liability Insurance. Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render the Work provided under the terms of this Agreement and any Participating Addendum. The Participating Addendum shall detail the policy limits for such coverage. If the policy is written on a "claims made" form, Contractor shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement or any Participating Addendum. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Work commences pursuant to the Agreement or any Participating Addendum.

E. Cyber Liability Insurance

Should the Work include or require the Contractor to connect to the Participating Entity's server(s) and/or computer system(s) either directly, remotely or through the cloud or install or run software on the Participating Entity's server(s) and/or computer system(s), then the Contractor shall be required to obtain and maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Agreement and any Participating Addendum and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. Technology Professional Liability Insurance

Technology Professional Liability Errors and Omissions Insurance appropriate to the Contractor's profession and Work hereunder, with limits not less than two million dollars (\$2,000,000) per occurrence, and four million dollars (\$4,000,000) per annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the Contractor pursuant to this Agreement (and any Participating Addendum) and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business

interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses.

The Technology Professional Liability Errors and Omissions Insurance policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the JBE in the care, custody, or control of the Contractor. If not covered under Contractor’s technology professional liability errors and omissions insurance, such “property” coverage of the JBE must be endorsed onto the Contractor’s Cyber Liability Policy.

G. Contractor’s Equipment Insurance

Contractor shall maintain equipment insurance covering its business property, equipment, and tools used in the performance of the Work at the Work Location(s) that are not intended to become a permanent part of the Work. The Judicial Council and JBEs shall not be responsible for loss or damage to or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tools, or personal effects, owned or rented to or in the care, custody, and control of a Contractor of any tier.

H. Umbrella Policies

Contractor may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance.

- 5. Indemnity.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel (“Indemnified Parties”) against all claims, losses, and expenses, including attorneys’ fees and costs, that arise out of or in connection with: (i) a latent or patent defect in any Goods, Services, or Deliverables; (ii) an act or omission of Contractor, its agents, employees, independent contractors, or Subcontractors in the performance of this Agreement or any Participating Addendum; (iii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum; and (iv) infringement of any trade secret, patent, copyright or other Third Party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made, or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any Participating Addendum, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an Indemnified Party or enter into any settlement or other agreement that would bind an Indemnified Party, without the affected JBE’s prior written consent, which consent shall not be unreasonably withheld, and such JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor’s duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the Indemnified Party.
- 6. Option Term(s).** The Establishing JBE may, at its sole option, extend this Agreement for up to two (2) consecutive one (1) year periods, at the end of which Option Terms this Agreement shall expire. In order to exercise an Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term (or the then-current Option Term). The Establishing JBE will issue an amendment to this Agreement extending the Term and any agreed upon price adjustments allowed in this Agreement.

7. **Tax Delinquency.** Contractor must provide notice to the JBEs immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Establishing JBE may terminate this Agreement immediately "for cause" pursuant to Section 8.2 below (and each JBE may terminate its Participating Addendum immediately "for cause" pursuant to Section 8.2 below) if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

8. Termination

8.1 **Termination for Convenience.** The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Establishing JBE (and regarding a Participating Addendum, except as otherwise directed by the Participating Entity), Contractor shall immediately: (a) stop Services (or development of Deliverables) as specified in the Notice; and (b) stop the delivery, manufacture, or installation of Goods as specified in the Notice.

8.2 **Termination for Cause.** The Establishing JBE may terminate this Agreement, in whole or in part, immediately "for cause" (and a Participating Entity may terminate a Participating Addendum, in whole or in part, immediately "for cause"): if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

8.3 **Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.

8.4 **Termination for Changes in Budget or Law.** Each JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The Establishing JBE may terminate this Agreement (and any Participating Entity may terminate a Participating Addendum), and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor's performance under this Agreement (or a Participating Entity determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in Applicable Law.

8.5 Rights and Remedies.

A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Establishing JBE and the affected Participating Entities immediately if Contractor is in default, or if a Third Party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement (or a Participating Addendum). If Contractor is in default: (i) the affected JBE may withhold all or any portion of a payment otherwise due to Contractor, and exercise any other

rights of setoff as may be provided in this Agreement; (ii) a JBE may require Contractor to enter into nonbinding mediation; (iii) the Establishing JBE may exercise, following Notice, the Establishing JBE's right of early termination of this Agreement (and a JBE may exercise its right of early termination of a Participating Addendum) as provided herein; and (iv) a JBE may seek any other remedy available at law or in equity.

- B. *Replacement.*** If the Establishing JBE terminates this Agreement (or if a JBE terminates a Participating Addendum) in whole or in part for cause, the JBE may acquire from Third Parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Participating Entity for any excess costs for those goods or services. Notwithstanding any other provision, in no event shall the excess cost to the Participating Entity for such goods and services be excluded as indirect, incidental, special, exemplary, punitive or consequential damages of the Participating Entity. Contractor shall continue any Work not terminated.
- C. *Delivery of Materials.*** In the event of any expiration or termination of this Agreement (or a Participating Addendum), Contractor shall promptly provide the applicable JBE or JBEs with all originals and copies of the Deliverables for such JBE, including any partially completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement or Participating Addendum, the JBEs shall not be liable to Contractor for compensation or damages incurred as a result of such termination.
- D. *Participating Addenda.*** The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by a JBE, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such Participating Addendum has been completed by its terms or is terminated as provided in this Section 8; provided, however, that the term of such Participating Addendum may not exceed the expiration date of this Agreement. Issuance and acknowledgement of any Participating Addendum (as evidenced by the JBE's and Contractor's signature on the Participating Addendum) must be completed before the termination or expiration of this Agreement.

8.6 Survival. Termination or expiration of this Agreement shall not affect the rights and obligations of Contractor, the Establishing JBE, and the Participating Entities which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations that by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

9. Assignment and Subcontracting. Contractor may not assign or subcontract its rights or duties under this Agreement (including any Participating Addendum), in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Establishing JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the Parties and their permitted successors and assigns.

10. Notices. Notices must be sent to the following address and recipient:

If to Contractor:	If to the Establishing JBE:
Tony Brown, Executive Account Manager 6612 Owens Drive Pleasanton, CA 94588 <u>With a copy to:</u> Brandon Sorensen, Regional Vice President 6612 Owens Drive Pleasanton, CA 94588	Kackie Cohen, Information Technology Architect 455 Golden Gate Avenue San Francisco, CA, 94102

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

11. Provisions Applicable to Certain Agreements. The provisions in this section are applicable to this Agreement and to any Participating Addendum, provided, however that if this Agreement or a Participating Addendum is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement or such Participating Addendum.

11.1 Union Activities Restrictions. *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement, or any Participating Addendum will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

11.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity.

11.3 Child Support Compliance Act. *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

11.4 Priority Hiring. *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

11.5 Iran Contracting Act. *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to the Establishing JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services

pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Establishing JBE to enter into this Agreement (and written permission from each JBE to enter into the applicable Participating Addendum) pursuant to PCC 2203(c).

- 11.6 Loss Leader Prohibition.** *If this Agreement (including any Participating Addendum) involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.
- 11.7 Recycling.** *If this Agreement (including any Participating Addendum) provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement (including any Participating Addendum) includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement (including any Participating Addendum) to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 11.8 Sweatshop Labor.** *If this Agreement (including any Participating Addendum) provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBEs under this Agreement (or any Participating Addendum) have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the JBEs.
- 11.9 Federal Funding Requirements.** *If this Agreement (or a Participating Addendum) is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the Parties that this Agreement (or a Participating Addendum) may have been written for the mutual benefit of both Parties (or Participating Entities) before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement (or a Participating Addendum) were executed after that determination was made. This Agreement (or a Participating Addendum) is valid and enforceable only if sufficient funds are made available to the Establishing JBE (or the applicable Participating Entity) by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement (or a Participating Addendum) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement (or a Participating Addendum) in any manner. The

Parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement (or a Participating Addendum) is intended to be paid, this Agreement (or Participating Addendum) shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Establishing JBE may invalidate this Agreement (and a JBE may invalidate a Participating Addendum) under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation) or amend this Agreement (or Participating Addendum) to reflect any reduction in funds.

- 11.10 DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement (or a Participating Addendum).* Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement (or a Participating Addendum): (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Establishing JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must, within sixty (60) days of receiving final payment under each purchase order or service work order, certify in a report to the applicable JBE: (1) the total amount of money Contractor received under the purchase order or service work order; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Participating Addendum; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Participating Addendum, and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Participating Addendum; and (5) that all payments under the Participating Addendum have been made to the applicable DVBE subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.
- 11.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the applicable JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.
- 11.12 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement (and any Participating Addendum) is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- 11.13 Equipment Purchases.** *If this Agreement (or any Participating Addendum) includes the purchase of equipment, this section is applicable.* The JBE may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor’s invoice to the JBE, or require

Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.

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

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

12. Miscellaneous Provisions.

12.1 Independent Contractor. Contractor is an independent contractor to the JBEs. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBEs. Contractor has no authority to bind or incur any obligation on behalf of the JBEs. If any governmental entity concludes that Contractor is not an independent contractor, the Establishing JBE may terminate this Agreement (and a JBE may terminate a Participating Addendum) immediately upon Notice.

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

12.3 Audit. Contractor must allow the JBEs or their designees to review and audit Contractor’s (and any Subcontractors’) documents and records relating to this Agreement (including any Participating Addendum), and Contractor (and its Subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement (or any Participating Addendum). If an audit determines that Contractor (or any Subcontractor) is not in compliance with this Agreement (including any Participating Addendum), Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement (and any Participating Addendums) are subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

12.4 Licenses and Permits. Contractor shall obtain and keep current all necessary licenses, approvals, permits, and authorizations required by applicable law for the performance of the Services (including Deliverables) or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any Applicable Law.

12.5 Confidential Information. During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this

Agreement and any Participating Addendum, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any Third Party without obtaining the JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to obtain the Goods, perform Services, and provide the Deliverables hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement and any Participating Addendum. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. Each JBE owns all right, title and interest in its Confidential Information. Contractor will notify the affected JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon a JBE's request and upon any termination or expiration of this Agreement or a Participating Addendum, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all such JBE's Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBEs shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

12.6 Data and Security.

- A. Safety and Security Procedures.** Contractor shall maintain and enforce, at the Contractor Work Locations, industry-standard safety and physical security policies and procedures. While at each JBE Work Location, Contractor shall comply with the safety and security policies and procedures in effect at such JBE Work Location.
- B. Data Security.**
- i. Contractor shall comply with the Data Safeguards. Contractor shall implement and maintain a comprehensive information security program ("Contractor's Information Security Program") in accordance with the Data Safeguards. Contractor shall comply with all applicable privacy and data security laws, and other laws (including the California Rules of Court) and regulations relating to the protection, collection, use, and distribution of JBE Data, as well as privacy and data security requirements and standards set forth in the JBE's policies or procedures. To the extent that California Rule of Court 2.505 applies to this Agreement, Contractor shall provide access and protect confidentiality of court records as set forth in that rule and in accordance with this Agreement. In addition to the foregoing, Contractor represents and warrants that Contractor complies with, and throughout the term of this Agreement, Contractor and its performance of its obligations under this Agreement shall be in compliance with, the current NIST (National Institute of Standards and Technology) Special Publication 800-53, including without limitation any NIST 800-53 standards, guidelines, or requirements for security controls or data security protocols.
 - ii. Unauthorized access to or use or disclosure of JBE Data (including data mining, or any commercial use) by Contractor or Third Parties, is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JBE, use or access the JBE Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JBE Data to third parties or provide Third Parties access to the JBE Data, except as may be expressly authorized by JBE. Contractor is

responsible for the security and confidentiality of the JBE Data. JBE owns and retains all right and title to the JBE Data and has the exclusive right to control its use.

- iii. No Work shall be provided from outside the continental United States. Remote access to JBE Data from outside the continental United States is prohibited unless approved in writing in advance by the JBE. The physical location of Contractor's data center, systems, and equipment where the JBE Data is stored shall be within the continental United States. Contractor shall ensure that access to the JBE Data will be provided to the JBE (and its authorized users) 24 hours per day, 365 days per year (excluding agreed-upon maintenance downtime). Upon the JBE's request, all JBE Data in the possession of Contractor shall be provided to JBE in a manner reasonably requested by JBE and all copies shall be permanently removed from Contractor's system, records, and backups, and all subsequent use of such information by Contractor shall cease.
 - iv. Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with the highest industry standards, applicable laws, this Agreement, and JBE policies and procedures.
- C. Data Breach. If there is a suspected or actual Data Breach, Contractor shall notify the JBE in writing within two (2) hours of becoming aware of such occurrence. A "Data Breach" means any access, destruction, loss, theft, use, modification or disclosure of the JBE Data by an unauthorized party. Contractor's notification shall identify: (i) the nature of the Data Breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Contractor has done or will do to mitigate the Data Breach; and (v) corrective action Contractor has taken or will take to prevent future Data Breaches. Contractor shall promptly investigate the Data Breach and shall provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been resolved to the JBE's satisfaction, and Contractor has taken measures satisfactory to the JBE to prevent future Data Breaches. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JBE. The JBE and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JBE, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach. After any Data Breach, Contractor shall at its expense have an independent, industry-recognized, JBE-approved Third-Party perform an information security audit. The audit results shall be shared with the JBE within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JBE with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.
- D. Security Assessments. Upon advance written notice by the JBE, Contractor agrees that the JBE shall have reasonable access to Contractor's operational documentation, records, logs, and databases that relate to data security and the Contractor's Information Security Program. Upon the JBE's request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor's compliance with its privacy and data security obligations. Contractor shall provide to the JBE the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions.
- E. Data Requests. Contractor shall promptly notify the JBE upon receipt of any requests which in any way might reasonably require access to the JBE Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests (or requests under California Rule of Court 10.500), and other legal requests directed at Contractor regarding this Agreement, any Participating Addendum, or JBE Data without first notifying the JBE. Contractor shall provide

its intended responses to the JBE with adequate time for the JBE to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the JBE unless authorized in writing to do so by the JBE.

- F. Data Backups. If Contractor is providing Hosted Services under this Agreement, Contractor shall:
- i. ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities (if applicable) shall be located in the continental United States;
 - ii. provide periodic full backup of all JBE Data;
 - iii. provide periodic incremental backup of all JBE Data;
 - iv. have the capability to recover data from the JBE Data backup copy;
 - v. have the capability to export the JBE's raw data in human readable and machine-readable format, and have the capability to promptly provide the JBE Data to JBE upon its request;
 - vi. have the capability to import the JBE Data (subject to Contractor's confidentiality and data security obligations);
 - vii. provide hourly snapshot backups of the JBE Data (daily backups shall also be performed);
 - viii. maintain recoverable, secure backups of the JBE Data offsite in a fire-protected, secure area, geographically separate from the primary datacenter; and
 - ix. maintain and implement data backup and disaster recovery processes and procedures in accordance with the highest industry standards and applicable laws.

12.7 Ownership of Deliverables. Unless otherwise agreed in this Agreement, regarding any Deliverables or any other work product to be provided to a JBE, Contractor hereby assigns to such JBE all rights, title, and interest (and all intellectual property rights, including but not limited to copyrights) in and to such Deliverables and work product, any partially completed Deliverables, and related materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable or other work product in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.

12.8 Publicity. Contractor shall not make any public announcement or press release about this Agreement (or any Participating Addendum) without the prior written approval of the Establishing JBE (and with respect to any Participating Addendum, the prior written approval of the applicable JBE).

12.9 Choice of Law and Jurisdiction. California law, without regard to its choice-of-law provisions, governs this Agreement (including any Participating Addendum). The Contractor and the applicable JBEs shall attempt in good faith to resolve informally and promptly any dispute that arises. 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.

12.10 Negotiated Agreement. This Agreement has been arrived at through negotiation between the parties. Neither Party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.

12.11 Amendment and Waiver. Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Establishing JBE. A waiver of enforcement of any of this Agreement's terms or conditions by

the Establishing JBE is effective only if expressly agreed in writing by a duly authorized officer of the Establishing JBE. Any waiver or failure by a JBE to enforce any provision of this Agreement or Participating Addendum on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

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

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

12.14 Headings; Interpretation. All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

12.15 Time of the Essence. Time is of the essence in Contractor’s performance under this Agreement.

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

END OF EXHIBIT

EXHIBIT 5

Pricing and Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Exhibit 5 and in Exhibit 6, Fee Schedule. The amounts specified in Exhibit 6 shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.
2. **Compensation for Goods.** Contractor will invoice the amounts for Goods that the JBE has accepted in accordance with Exhibit 6, Fee Schedule.
3. **Compensation for Services.**
 - 3.1 **Amount.** Contractor will invoice the amounts for Services or Deliverables that the JBE has accepted in accordance with Exhibit 6, Fee Schedule.
 - 3.2 **Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold ten percent (10%) of each such payment until the JBE accepts the final Deliverable.
 - 3.3 **No Advance Payment.** The JBEs will not make any advance payments.
4. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JBEs.
 - 4.1 **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:
General Systems and Maintenance Services
 - 4.2 **Limit on Travel Expenses.** If travel expenses are allowed under Section 4.1 above: (i) all travel is subject to written preauthorization and approval by the JBE, and (ii) all travel expenses are limited to any maximum amounts set forth in the Participating Addendum or the JBE's travel expense policy.
 - 4.3 **Required Certification.** Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
5. **Invoicing and Payment**
 - 5.1 **Invoicing.** Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.
 - 5.2 **Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with

the terms of this Agreement and the applicable Participating Addendum. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations.

- 5.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.
- 6. Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

END OF EXHIBIT

EXHIBIT 6
Fee Schedule

Personnel Hourly Billing Rates

Job Title	Proposed Hourly Billing Rate Per Region				Personnel Weight Factor
	Northern Region	Bay Region	Central Region	Southern Region	
Installation Technician	\$220.00	\$220.00	\$220.00	\$209.00	50%
Lead Technician	\$220.00	\$220.00	\$220.00	\$209.00	10%
Project Manager	\$244.00	\$244.00	\$244.00	\$220.00	5%
Design Engineer	\$263.00	\$263.00	\$263.00	\$209.00	10%
Programmer	\$210.00	\$210.00	\$210.00	\$220.00	20%
Revit/CAD Drafting	\$132.00	\$132.00	\$132.00	\$132.00	5%

Additional Personnel Hourly Billing Rates

Job Title	Proposed Hourly Billing Rate Per Region			
	Northern Region	Bay Region	Central Region	Southern Region
Service Technician- General	\$160.00	\$160.00	\$160.00	\$160.00
Field Engineer	\$236.00	\$236.00	\$236.00	\$185.00
Shop Fabrication	\$220.00	\$220.00	\$220.00	\$209.00

Audiovisual Hardware, Equipment, and Supplies Costs

Manufacturer	AVI Systems Dealer Cost Plus Markup	Max markup/overhead added to cost after any discount off MSRP(%)	Is shipping included in Cost? (Y/N)	If shipping is not included in cost, how is shipping cost calculated?
All manufacturers AVI Systems sells, major products listed below	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Absen	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Atlona	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Barco	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Biamp	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Cables2Go	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Chief	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Christie	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Cisco	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Crestron	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Da-Lite	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost

Statewide Audiovisual Systems, Solutions, and Maintenance Services

AVI Systems Inc

MA-2024-14

Draper	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Elmo	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Epiphan	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Epson	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Evertz	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Extron	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
FSR	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Hall Technologies	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Harman	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Heckler	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
HP Poly	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Huddly	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
InFocus	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Innovox	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Jabra	AVI Systems Dealer Cost	N/A	N	3.5% of Total

Statewide Audiovisual Systems, Solutions, and Maintenance Services
 AVI Systems Inc
 MA-2024-14

	Plus 15% Margin (Dealer Cost/.85)			Equipment Cost
JBL	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Kramer	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Legrand	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Lenovo	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Liberty AV	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Lightware	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Logitech	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Middle Atlantic	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Neat	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Panasonic	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Peerless	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Planar	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
QSR	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
RGB Spectrum	AVI Systems Dealer Cost Plus 15% Margin (Dealer	N/A	N	3.5% of Total Equipment Cost

	Cost/.85)			
Samsung	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Sennheiser	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Sharp-NEC	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Shure	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Sony	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost
Vaddio	AVI Systems Dealer Cost Plus 15% Margin (Dealer Cost/.85)	N/A	N	3.5% of Total Equipment Cost

END OF EXHIBIT

EXHIBIT 7

Judicial Council's Expense and Travel Reimbursement Guidelines

- 1. Contractor Travel and Living Expenses.** At the JBE's sole discretion, and only if expressly specified by the JBE and so agreed to by Contractor prior to performance of the Work, the JBE shall reimburse Contractor for actual and reasonable transportation, meals, and lodging expenses actually incurred by Contractor's and its Subcontractors' employees when actually incurred in the course of their performance of the Work, but subject to the following:
 - 1.1** If transportation is authorized, the JBE will reimburse Contractor only at the actual cost incurred for tickets for air, rail, bus, rental car, or other forms of public transportation. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.
 - A.** All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) Business Days prior to travel, unless the Project Manager agrees in writing to a shorter period.
 - B.** The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
 - C.** If private vehicle ground transportation expense is authorized, the JBE will reimburse Contractor at the then published Federal mileage cents per mile, pursuant to <https://www.irs.gov/tax-professionals/standard-mileage-rates>.
 - 1.2** If overnight lodging is authorized, the JBE will reimburse Contractor only at the actual cost incurred, up to the maximum daily amounts listed below. Receipts are required and each day of lodging claimed must be listed separately.
 - A.** In-State - The JBE will reimburse Contractor only for hotel room rental at the actual cost, but not to exceed:
 - (1) \$250.00/day in San Francisco County, plus occupancy tax and/or energy surcharge;
 - (2) \$125.00/day in Monterrey and San Diego Counties, plus occupancy tax and/or energy surcharge;
 - (3) \$120.00/day in Los Angeles, Orange, and Ventura Counties, plus occupancy tax and/or energy surcharge;
 - (4) \$140.00/day in Alameda, San Mateo, and Santa Clara Counties, plus tax and energy surcharge; or
 - (5) \$110.00/day in all other California counties, plus tax and energy surcharge.
 - B.** Out-of-State – The JBE will reimburse Contractor only for hotel room rental at the actual cost, plus occupancy tax and/or energy surcharge;
 - C.** Meals and Incidentals – The JBE will reimburse Contractor only for the actual cost for continuous travel of more than 24 hours, but not to exceed the following maximum amounts per person per day:
 - (1) Breakfast up to \$8.00/day;
 - (2) Lunch up to \$12.00/day;
 - (3) Dinner up to \$20.00/day;
 - (4) Incidentals up to \$6.00/day.
- For continuous travel of less than 24 hours, actual expenses up to the above limits are reimbursable as follows:
- (1) Travel begins one hour before normal work hours – Breakfast may be claimed.
 - (2) Travel ends one hour after normal work hours – Dinner may be claimed.
 - (3) Lunch may not be claimed on trips of less than 24 hours.

- (4) Incidentals may not be claimed on trips of less than 24 hours.
 - B. Reimbursement for Travel and Living Expenses is subject to the provisions of and must be charged in accordance with the JBE's Guidelines for Travel and Living Expenses.
 - C. The JBE is not obligated to pay for, and Contractor shall not invoice for any hours of non-production Work expended by the Contractor or its Subcontractors' employees that are spent traveling to or from the location where the Service(s) are performed.
 - D. Travel and Living Expenses shall be billed to the JBE at Contractor's actual cost, including any discounts or rebates accorded to Contractor or its Subcontractors, and are not subject to any markup, fee, or other charge.
 - E. Notwithstanding the preceding, Contractor shall be required to ensure its workers are paid, and JBE shall reimburse Contractor to the extent applicable for, all travel and/or subsistence payments pursuant to Labor Code sections 1773.1 and 1773.9 or as otherwise required by the Prevailing Wage laws.
2. **Other Business Expenses.** At the JBE's sole discretion, and only if expressly specified by the JBE and so agreed to by Contractor prior to performance of the Work, the JBE shall reimburse Contractor for other business expenses actually incurred by Contractor's and its Subcontractors' employees when actually incurred in the course of their performance of the Work. Receipts or documentation are required for all other business expenses, regardless of the amount claimed.

END OF EXHIBIT

EXHIBIT 8

Participating Addendum

- (1) This Participating Addendum is made and entered into as of *[month/day/year]* (“Participating Addendum Effective Date”) by and between the *[full name of the JBE]* (“JBE”) and *[name of Contractor]* (“Contractor”) pursuant to the Leveraged Procurement Agreement #*[Leveraged Procurement Agreement # - see cover page]* (“Leveraged Procurement Agreement”) dated *[Effective Date of the Leveraged Procurement Agreement]* between the Judicial Council (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Leveraged Procurement Agreement.
- (2) This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Leveraged Procurement Agreement, and the terms in the Leveraged Procurement Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any Scope of Work, or purchase order or service work order document pursuant to the Participating Addendum) may not alter or conflict with the terms of the Leveraged Procurement Agreement, or exceed the scope of the Work provided for in the Leveraged Procurement Agreement; and (iii) the term of the Participating Addendum may not extend beyond the Expiration Date of the Leveraged Procurement Agreement. The Participating Addendum and the Leveraged Procurement Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
- (3) Under this Participating Addendum, the JBE may at its option place orders for Work using a purchase order or service work order document, subject to the following: such purchase order or service work order document is subject to and governed by the terms of the Leveraged Procurement Agreement and the Participating Addendum, and any term in the purchase order or service work order document that conflicts with or alters any term of the Leveraged Procurement Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such purchase order or service work order documents.
- (4) The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Leveraged Procurement Agreement (including this Participating Addendum), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- (5) Pricing for the Work shall be in accordance with the prices set forth in the Leveraged Procurement Agreement.
- (6) The term of this Participating Addendum shall be from the Effective Date until: *[month/day/year]*. *[May not exceed the term of the Leveraged Procurement Agreement]*.
- (7) The JBE hereby orders, and Contractor hereby agrees to provide, the Work set forth in the attached Scope of Work.

[Instructions to the JBE establishing the Participating Addendum: add provisions as appropriate, and in accordance with the terms of the Leveraged Procurement Agreement. For example:

- ***Options for ordering, including description of the Goods, Services and/or Deliverables.***
- ***Options for: service levels, quantity, model #s, delivery dates, pricing, etc.]***

(8) Any notices must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
Tony Brown, Executive Account Manager 6612 Owens Drive Pleasanton, CA 94588 <u>With a copy to:</u> Brandon Sorensen, Regional Vice President 6612 Owens Drive Pleasanton, CA 94588	<u>[name, title, address]</u> <u>With a copy to:</u>

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

(9) This Participating Addendum and the incorporated documents and provisions (including the terms of the Leveraged Procurement Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
[@JBE]	AVI Systems, Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING [@Name and title]	PRINTED NAME AND TITLE OF PERSON SIGNING Brandon Sorensen, Regional Vice President
DATE EXECUTED [@Date]	DATE EXECUTED [@Date]
ADDRESS [@Address]	ADDRESS 6612 Owens Drive Pleasanton, CA 94588

END OF EXHIBIT

EXHIBIT 9
Unruh Civil Rights Act and California Fair Employment and Housing Act Certification

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document. The certifications made in this document shall be deemed to be made for, and apply to, the Agreement and each Participating Addendum of \$100,000 or more.

<i>Company Name (Printed)</i> AVI Systems, Inc.		<i>Federal ID Number</i> 45-0321251	
<i>By (Authorized Signature)</i> Brandon Sorensen			
<i>Printed Name and Title of Person Signing</i> Brandon Sorensen, Regional Vice President			
<i>Date Executed</i> Dec 30, 2024		<i>Executed in the County of</i> Alameda <i>in the State of</i> California	

END OF EXHIBIT

APPENDIX A

JUDICIAL COUNCIL SERVICE WORK ORDER AUTHORIZATION PROCESS (For Judicial Council Utilization for Facility Services Related Work)

INVOICING AND PAYMENT PROVISIONS

This Appendix A is intended for utilization by the Judicial Council only for authorization and spending of funds. Except for the Judicial Council, this process is not required by, nor does it modify, any Participating Entity's Participating Addendum or ordering process.

1. **Definitions.** Terms defined in the Contract Documents shall apply to this Agreement and to all authorized Judicial Council Service Work Orders ("SWO"). Term(s) defined in an authorized Service Work Order shall apply only to that particular Service Work Order.
 - 1.1. "Business Day" means days of the week excluding Saturday and Sunday, and State holidays.
 - 1.2. "Expenses" means any costs actually incurred or expected to be incurred by Contractor or Contractor's Sub-Contractors for travel and living, reimbursable items, or hour(s) of employee travel, when and as allowed under the provisions of this Agreement.
 - 1.3. "Fixed Price" means the set price to be charged for a Service.
 - 1.4. "Hourly Rate(s)" means the applicable rate(s) per hour identified in and designated by Exhibit 6 of the Leveraged Procurement Agreement.
 - 1.5. "Lump Sum Based Service(s)" mean pre-described Service(s) that is/are priced at a lump sum. The Service(s) must fall into a category listed in Exhibit 5 and shall be approved by the Judicial Council's Project Manager for the SWO to be authorized.
 - 1.6. "Prevailing Wage" means the prevailing wage for applicable craft and classification of a worker as determined by the California Department of Industrial Relations pursuant to Labor Code section 1770 and 1773. This amount includes the basic hourly rate for a worker along with any applicable "employer payments" including (i) health and welfare, (ii) pension, (iii) vacation/holiday, (iv) training, and (v) other payments. If applicable, this amount will include overtime and recognized holidays. Prevailing Wage as used herein does not include any costs associated with travel and/or subsistence payments pursuant to Labor Code sections 1773.1 and 1773.9, as such costs are governed by this Exhibit 7 ("Judicial Council's Expense and Travel Reimbursement Guidelines"). Notwithstanding anything in this Agreement to the contrary, the Contractor shall be required to ensure its workers are paid all travel and/or subsistence payments as required under Labor Code sections 1773.1 and 1773.9 to the extent applicable.
 - 1.7. "Pricing Methodology" means a methodology that will be utilized by Contractor to provide pricing for Service Work Orders. There are two (2) types of Pricing Methodologies that may be used for Service Work Orders: Lump Sum Based and Time and Materials Based.
 - 1.8. "Priority 1" is defined in Appendix A, Section 3.4.
 - 1.9. "Priority 2" is defined in Appendix A, Section 3.4.
 - 1.10. "Project" refers to the totality of Work encompassed or contemplated under an individual authorized Service Work Order.
 - 1.11. "Reimbursable Expense" means expense(s) incurred or to be incurred by Contractor and/or its Sub-Contractor(s) for Reimbursable Item(s).

- 1.12. “Reimbursable Item(s)” or “Reimbursable(s)” means tangible item(s) utilized by Contractor or Sub-Contractors’ employees in the performance of Service(s) or otherwise purchased for the Judicial Council’s use. The cost of any permits obtained by Contractor shall be considered a Reimbursable Items.
- 1.13. “Schedule of Values” or “SOV” means a table of information jointly developed and approved by Contractor and the Judicial Council in an authorized Service Work Order establishing when certain payments of defined amounts for that Service Work Order are to be made.
- 1.14. “Section” means a particular part of the text of this Agreement, as described in the Agreement.
- 1.15. “Service(s)” means and includes Contractor and its Sub-Contractors’ action(s) that are performed or contemplated in authorized Service Work Orders. Such Services may be unplanned or planned in advance and scheduled during business hours. Such Services may be reimbursed at a Fixed Price or an Hourly Rate.
- 1.16. “Service Work Order” or “SWO” refers to a unique entry within Judicial Council’s CAFM system. Issuance of a SWO constitutes Work Authorization. The Contractor must respond to the Judicial Council’s Project Manager via email to “accept” the SWO issued prior to beginning Work. The Judicial Council’s Project Manager will then login to Judicial Council’s CAFM system and “accept” the SWO on behalf of the Contractor. The SWO references and incorporates other documents such as the Services Request Form and Service Work Order Proposal form as well as the Contract Documents.
- 1.17. “Service Work Order Proposal” means a written document, substantially in the format of Attachment 2 hereto, that Contractor submits to the Judicial Council in response to a Services Request Form in accordance with the provisions of the Service Work Order process detailed in Appendix A. The written document includes, but is not limited to, at least: (1) Contractor Proposal Form, (2) dates of performance, (3) a list of proposed Sub-Contractors, (4) payment schedule, (5) sketches, Drawings, and or layouts, and technical data or information.
- 1.18. “Service Work Order Sum” means the total or maximum price authorized for the services specified in the Service Work Order issued in accordance with the SWO process detailed in Appendix A.
- 1.19. “Services Request Form” refers to the form provided in this Agreement as Appendix A, Attachment 1. Once a SWO is issued, this form serves as a summary of Services to be provided by the Contractor in the Project.
- 1.20. “State” refers to the State of California.
- 1.21. “Travel and Living Expense(s)” means expense(s) for travel and living costs that are actually incurred or that are expected to be incurred by Contractor’s or its Sub-Contractor’s employees in the course of performing the Work specified in an authorized Service Work Order.
- 1.22. “Travel Time Cost(s)” means amounts to be paid for Contractor or Sub-Contractors hours of time travelling to and from a Project location or incurred for the purposes specified in Appendix A, Attachment 1.
- 1.23. “Work to be Performed” or “Contract Work” or “Scope of Work” refers to all “Work” as defined in the Leveraged Procurement Agreement.
- 1.24. “Work Authorization” means permission to begin Work for a particular SWO.

2. Maximum Service Work Order Amount and Contract Amount

- 2.1. The maximum amount the Judicial Council shall be obligated to pay to Contractor under any individual Service Work Order authorized under this Agreement for performing all Work, as well as payment for all allowable Travel and Living Expense and/or any allowable Reimbursable Expenses incurred, shall not at any time exceed the total amount specified on the face of the most recently authorized Service Work Order applicable. No verbal agreements will be honored.
- 2.2. The maximum amount the Judicial Council shall be obligated to pay to Contractor under this Agreement (“Contract Amount”) shall not at any time exceed the total of all total amount(s) encumbered to date. The total amount that the Judicial Council may pay the Contractor under this Agreement shall not at any time exceed the total of the Service Work Order Sums of all Service Work Orders authorized for the performance through the current date.

3. Service Work Order Authorization

- 3.1. The Judicial Council will authorize the performance of Work and spending of Judicial Council funds under this Agreement only via Service Work Orders issued through the Judicial Council’s Computer Aided Facility Management (“CAFM”) system. Service Work Orders must be “accepted” by the Contractor within the CAFM system. This involves the Judicial Council’s Project Manager receiving the Contractor’s acceptance of the SWO via e-mail. Acceptance of a Service Work Order authorizes the commencement of Services or Work. A written document will be provided by the Judicial Council via CAFM software system that summarizes the Project details and references all other documents incorporated within the Project. CAFM or Computer Aided Facility Management – In the context of this Agreement and wherever used herein, the CAFM system is, and shall be construed to mean, the system currently used by the Judicial Council to issue Service Work Orders and track work progress, or any other such system subsequently implemented for those or similar purposes by the Judicial Council at the Judicial Council’s sole discretion.
- 3.2. Service Work Orders may only be authorized during the Initial Term of this Agreement or any Subsequent Terms. Service Work Orders must be authorized prior to the expiration date of this Agreement. The end date for Services authorized in a Service Work Order may exceed the expiration date of this Agreement; provided, however, that the terms and conditions of this Agreement shall remain in full force and effect with regard to any outstanding Service Work Order(s) after the expiration of this Agreement until the Work of said Service Work Order(s) is complete.
- 3.3. Service Work Orders may only be authorized for the specific Service Types and Services described in Attachments 1 and 2.
- 3.4. The Contractor will respond to two (2) types of events at locations throughout the State: unplanned/emergency events (Priority 1 (“P1”)) or planned/scheduled work events (Priority 2 (“P2”)). P1s can occur at any point in time, on a 24/7 basis.
- 3.5. Both P1 and P2 events will be requested, authorized, and paid through the Judicial Council Service Work Order process (see Appendix A, Section 4).
- 3.6. Both P1 and P2 activities will be subject to their respective Service Work Orders.

4. Service Work Order Process

- 4.1. For P1 events only, the Judicial Council and/or the Court(s) will create Service Work Orders for time and materials service calls in Judicial Council's CAFM system. P1 events will be compensated on a Time and Materials Basis not to exceed \$1,500.00 without prior Judicial Council authorization.
- 4.2. P1 activities will be requested and authorized as outlined in this Section 4.2:
 - 4.2.1. The Judicial Council Customer Service Center ("CSC") will request service call dispatches from the Contractor via email or other electronic system.
 - 4.2.2. The Contractor will send the dispatch request to the Judicial Council Facilities Emergency Planning and Security Coordination Unit ("EPSCU") via email requesting approval to respond to the dispatch request. The Judicial Council's Project Manager will reply via email to the Contractor with approval and authorization to proceed.
 - 4.2.3. The Contractor will reply to the Judicial Council's Project Manager's email accepting the Work. The Judicial Council Project Manager will create a Service Work Order in Judicial Council's CAFM system with a unique SWO number. The Judicial Council and/or the Court(s) Project Manager will upload electronic approvals to the SWO in Judicial Council's CAFM system and will change the SWO status to "IN WORK".
 - 4.2.4. The Contractor will provide an estimate of the time and materials required to perform the services by completing a detailed technician report of work performed and cost itemization. The detailed technician report of work will be submitted to the Judicial Council's Project Manager for approval prior to invoicing.
 - 4.2.5. The Judicial Council Project Manager will upload electronic estimates to the SWO in Judicial Council's CAFM system.
 - 4.2.6. Work will be subject to the specific authorization and funding under the Service Work Order for P1 activities.
- 4.3. For P2 events, Services will be requested and authorized as further elucidated below.
- 4.4. The Judicial Council's Project Manager will provide Contractor with an unsigned Services Request Form (Attachment 1), describing the Work the Judicial Council wants performed. The Judicial Council's Project Manager will complete the Services Request Form and send to Contractor electronically. The Judicial Council's Project Manager will inform the Contractor of the appropriate Pricing Methodology to be used in the Service Work Order.
- 4.5. Pricing Methodologies. Two Pricing Methodologies are allowable under this Agreement. Pricing Methodology sets both the total amount of compensation that will be made under a Service Work Order, as well as terms and conditions that will apply to the Services to be provided. Only one type of Pricing Methodology may be used in any individual Service Work Order and that methodology will apply to all Services provided under that Service Work Order. If more than one methodology is necessary, the Services must be segregated into separate Service Work Orders.

4.5.1. Lump Sum Based Pricing

4.5.1.1. When a Service Work Order is authorized for performance on a lump sum basis (“Lump Sum Basis”), the prices for all expected Hourly and Fixed Price Services, the cost of any expected Travel and Living Expenses, and the cost of any expected Reimbursables will be added to calculate a lump sum price (“Lump Sum Price”) applicable to that Service Work Order. The applicable price(s) and costs and method to be used to calculate the Lump Sum Price are specified below.

4.5.1.2. Contractor will be compensated for Lump Sum Basis Service Work Orders according to deliverables or schedule of fixed milestone amounts with each milestone amount associated with the provision and acceptance of individual designated Deliverable(s) as agreed to between the Judicial Council’s Project Manager and Contractor’s Project Manager. The total of the price(s) for all Deliverables must be equal the Lump Sum Price applicable to the Service Work Order.

4.5.1.3. In Service Work Orders authorized on Lump Sum Basis, Contractor is responsible for the provision in full of all of the Services and Materials specified in the Service Work Order as well as bearing all costs and expenses for any Travel and Living Expenses, any Reimbursables expenses, and any other costs and expenses incurred to provide the Services and Materials, regardless of the amount of Contractor’s actual costs and expenses incurred. Contractor shall be compensated solely by payment of a Lump Sum Price.

4.5.2. Time and Materials Based Pricing

4.5.2.1. When performing Services on a time and materials basis (“Time and Materials Basis”), the prices will be subject to Judicial Council agreement on a Service Work Order-by-Service Work Order basis and shall only apply to the Service Work Order in which authorized. When a Service Work Order is authorized for performance on a Time and Materials Basis, the prices for all expected Hourly and Fixed Price Services, the cost of any expected allowable Travel and Living Expenses and expected allowable Reimbursables will be added to calculate a time and materials price (“Time and Materials Price”) applicable to that Service Work Order. The applicable price(s) and costs and method to be used to calculate the Time and Materials Price are specified below. The Judicial Council may, in its discretion, include a not-to-exceed amount in any Service Work Order on a Time and Materials Basis and Contractor shall not exceed said not-to-exceed amount without prior authorization.

4.5.2.2. Contractor will be compensated for Time and Materials Basis Service Work Orders in the form of payments based upon: the hours of work actually expended in performing the Hourly Services; the price for any Fixed Price Service(s) actually performed; the actual cost for any allowable Travel and Living Expenses actually incurred (when incurred in accordance with, and in amounts not to exceed the maximum amounts specified as allowable in, the Judicial Council’s Travel and Living Expense Rules and Rates); and the actual cost of any allowable

Reimbursables (in amounts at or below the Reimbursable(s) prices specified in the Service Work Order).

- 4.5.2.3. In Service Work Orders authorized on a Time and Materials Basis, Contractor is, subject to the limitation of the Time and Materials Price as further elucidated below, responsible for the provision of Services and Materials specified in a Service Work Order if authorized in accordance with the provisions of the Service Work Order, for paying for any Travel and Living Expenses and Reimbursable(s) necessary to provide those Services and Materials if authorized by the Judicial Council's Project Manager. Contractor shall be compensated solely in the form of payments for the Services, Materials, and allowable Travel and Living Expenses and Reimbursables which shall be made as specified above, however, Contractor shall not provide Services and/or Materials, incur allowable Travel and Living Expenses, or purchase allowable Reimbursable(s) past the point at which the total of such charges, if invoiced to the Judicial Council in accordance with this Agreement, would exceed the Time and Materials Price applicable to that Service Work Order.
- 4.6. Upon receipt, Contractor will, in coordination with the Judicial Council's Project Manager, edit the Services Request Form (Attachment 1) if necessary, so that it appropriately describes, to the satisfaction of both parties, the various elements of the Work and Materials to be provided, and submit the revised version.
- 4.7. Contractor will fill out and submit electronically the Service Work Order Proposal, substantially in the format of the Contractor Proposal Form (Attachment 2), based upon the description of the Services requested by the Services Request Form, providing the following:
- 4.7.1. Service Work Order Subtotals and Service Work Order Grand Total: List the Service types and the corresponding subtotals as applicable to the Project. If the Service is to be performed by a Sub-Contractor, include the name of the Sub-Contractor.
- 4.7.2. Schedule of Deliverables and Milestone Payments: After consultation with the Judicial Council's Project Manager, provide a list of designated Deliverable(s) and the amount to be paid upon acceptance of each such Deliverable that has been agreed to by both Parties. The Judicial Council does not pay for Services in advance and no milestone payment will be tied to initiation of the Work. The individual milestone payments to be used shall be proportioned to correspond to the portion of the Project Services necessary to provide the Deliverable. Invoicing and payments may only be made according to this Schedule of Deliverables and milestone payments. Deliverables must be tangible.
- 4.7.3. Hourly Services: Provide the corresponding hourly rate (from Exhibit 6 of the Leveraged Procurement Agreement), number of hours, and subtotal for the utilized job title. Note: Public Works registration requirements and prevailing wage rates will apply to the Contractor to the extent applicable.
- 4.7.4. Fixed Price Services: If Fixed Price Services are to be provided, describe the Service, the category of Service it falls into (consult Exhibit 5 of the Leveraged Procurement Agreement for approved Service types), the price, quantity, and

subtotal. Fixed Price Services are approved on a Project-by-Project basis by the Judicial Council's Project Manager.

- 4.7.5. Travel and Living Expenses: If performance of a Service will necessitate the expenditure of allowable Travel and Living Expenses, describe the Travel and Living Expenses that are necessary to perform the Service. Provide the titles (and names if available) of individuals for whom the Travel and Living Expenses will be expended. Provide an explanation of the purpose for the expenditure(s) and the expected dates of the expenditure(s). All Travel and Living Expenditures must be costed out in accordance with the Judicial Council's Travel and Living Expense Rules and Guidelines, given in this Appendix A (except in those instances subject to and governed by the Prevailing Wage laws). Provide the information requested on the form, along with a subtotal for all Travel and Living Expenses. If no allowable Travel and/or Living Expenses are to be incurred, leave this section blank.
- 4.7.6. Reimbursable Items: If performance of a Service will necessitate Contractor's use of allowable Reimbursable Items, provide a listing of the Reimbursable Items necessary to perform the Service, along with quantities necessary, price, extended price, and a subtotal for all Reimbursable Items. If no allowable Reimbursable Items are to be purchased, leave this section blank. Reimbursable Items must be priced at Contractor's actual acquisition cost, net of any discounts or rebates allowed and are not subject to any markup, charge, add on, or pass through charge or fee of any type. Reimbursable Items are not Services. The amounts listed here are allowances only and the individual Reimbursable Items to be invoiced may exceed the amounts listed in this section provided the total amount invoiced does not exceed the subtotal of all Reimbursable Items.
- 4.8. Upon completion of the above, Contractor's Project Manager shall submit Contractor's Service Work Order Proposal to the Judicial Council's Project Manager via e-mail in the form of a file in modifiable MS-Word processing format.
- 4.9. The Judicial Council's Project Manager shall review separately or with the Contractor and may request changes to the Service Work Order Proposal submitted, in which event Contractor shall modify and resubmit the Proposal, again in accordance with the provisions of this Appendix A.
- 4.10. Service Work Order Proposals so submitted are available for acceptance and may not expire or be revoked for a period of twenty (20) Business Days following the date submitted to the Judicial Council's Project Manager, or until the date scheduled for the start of the Work in the applicable Service Work Order passes, whichever event occurs sooner.
- 4.11. If the Judicial Council intends to accept Contractor's Service Work Order Proposal and proceed with the Project, the Judicial Council's Project Manager will create a Service Work Order in Judicial Council's CAFM system and populate the Contractor Proposal Form (Appendix A, Attachment 2) with a unique SWO number. The Services Request Form (Appendix A, Attachment 1) and accepted Contractor Proposal Form (Appendix A, Attachment 2) will be uploaded to CAFM.
- 4.12. The Judicial Council's Project Manager will then notify the Contractor of its Service Work Order Proposal acceptance. The Judicial Council shall provide, via e-mail, a Service Work

Order consisting of a unique Service Work Order number, the accepted Service Request Form (Attachment 1) and Contractor Proposal Form (Attachment 2).

- 4.13. Contractor shall review all documents and, upon acceptance, respond to the Judicial Council's email accepting the Work in the SWO. By responding and accepting, Contractor agrees to all the provisions of this Agreement and the corresponding SWO.
- 4.14. Upon notification of Service Work Order acceptance by the Contractor via e-mail, the Judicial Council's Project Manager shall direct the Contractor to begin Work in writing, in addition to a Purchase Order for the Services, in conjunction with Section 4.15 below. Within five (5) Business Days of the Judicial Council's direction to Contractor to begin Work on the SWO, Contractor shall submit to the Judicial Council Contractor's Project Schedule.
- 4.15. Following authorization of a Service Work Order, but before the initiation of Work on a Project, Judicial Council may furnish additional detailed written and/or graphic instructions to explain the Work more fully, and such instructions become a part of the requirements of the authorized Service Work Order applicable to a Project ("Additional Detailed Instructions"). Should such Additional Detailed Instructions, in the opinion of Contractor, constitute Work in excess of the requirements of the authorized Service Work Order, Contractor must submit written Notice of the same to the Judicial Council within seven (7) Days following receipt of such instructions, and in any event no later than prior to commencement of the Work of the Project. If in the Judicial Council's judgment, the Additional Detailed Instructions do in fact constitute Work in excess of the requirements of the authorized Service Work Order, the Judicial Council may, at Judicial Council's option, either close the authorized Service Work Order and create a new Service Work Order or issue a Supplementary Service Work Order to account for the excess Work.
- 4.16. If the Parties agree to cancel an already authorized Service Work Order, the existing SWO must be closed within Judicial Council's CAFM system and a new SWO process started.
- 4.17. Only the following Judicial Council's personnel are approved to authorize a SWO(s): Senior Manager for Facility Management; Regional Manager for Facilities Operations; Project Managers; Supervising Facilities Management Administrators; Facilities Management Administrators; Judicial Council Customer Service Center Personnel.
- 4.18. Judicial Council shall from time to time provide Contractor with the names and contact information of persons filling primary positions. This letter will be updated from time to time as personnel change and is effective upon receipt. These changes will not require that this Agreement be amended.
- 4.19. The Judicial Council reserves the right to modify the forms provided in Attachments 1 and 2, as it deems necessary or appropriate, in its sole discretion, and will notify Contractor of any modification to said form prior to implementing the modified form(s). Modified forms will be substantially similar to Attachments 1 and 2 in this Agreement.
- 4.20. There is no limit on the number of Service Work Orders the Judicial Council may request or authorize under this Agreement.
- 4.21. The Judicial Council does not guarantee that Contractor will receive any authorized Service Work Order(s) under this Agreement.

5. Invoicing Instructions

- 5.1. All invoices are to be provided to Judicial Council's Project Manager. All invoices must contain:
 - 5.1.1. The Agreement Title and Agreement Number from the Standard Agreement Coversheet to this Agreement;
 - 5.1.2. The Service Work Order Number provided on the Service Work Order;
 - 5.1.3. A unique invoice number;
 - 5.1.4. Contractor's name and address;
 - 5.1.5. Contractor's taxpayer identification number (FEIN);
 - 5.1.6. The Pricing Methodology applicable to the Service Work Order (i.e., "Pricing Methodology – Lump Sum Price");
 - 5.1.7. Preferred remittance address if this address has changed at the time this Agreement was signed. In addition, Judicial Council must be notified of this change immediately. Changes to the remittance address made on an invoice without the Judicial Council being specifically notified will result in processing and payment delays;
 - 5.1.8. Date range of Work performed; and
 - 5.1.9. Date of invoice.
- 5.2. In addition, Contractor shall provide invoices in formats that correspond to the Pricing Methodology specified in the authorized Service Work Order, as follows:
 - 5.2.1. Lump Sum Based Service Work Orders:

Contractor shall, upon receipt by the Judicial Council of a Deliverable associated with a payment milestone, submit an invoice for each SWO's milestone payment associated with any Deliverable(s) accepted by the Judicial Council. Deliverables shall not be invoiced in advance of receipt by the Judicial Council.

 - 5.2.1.1. Contractor's invoice for such Service Work Orders must specify the following:
 - 5.2.1.1.1. Name of the Deliverable, using the same words as specified in the Service Work Order description;
 - 5.2.1.1.2. Amount of the milestone payment designated for the accepted Deliverable, as specified in the Service Work Order;
 - 5.2.1.1.3. Lines specifying Non-Taxable Subtotal, Taxable Subtotal, Sales Tax Rate, and Tax Amount; and
 - 5.2.1.1.4. A line specifying the Service Work Order Grand Total (i.e., "Service Work Order Grand Total = \$") applicable to the Service Work Order.
 - 5.2.2. Time and Materials Based Service Work Orders:

Contractor shall, upon receipt by the Judicial Council of a Deliverable associated with time and materials Services, submit an invoice for each SWO associated with any Deliverable(s) accepted by the Judicial Council. Deliverables shall not be invoiced in advance of receipt by the Judicial Council and/or Court(s).

- 5.2.2.1. Contractor's invoice for such Service Work Orders must specify the following:
 - 5.2.2.1.1. Schedule of Values (listing appropriate phases or milestones) and extended subtotals; OR
 - 5.2.2.1.2. Hourly Rates: A section with the applicable job title, number of hours invoiced, applicable hourly rate as specified in Exhibit 6 of the Leveraged Procurement Agreement, and subtotal;
 - 5.2.2.1.3. Fixed Price Services (if applicable) with the description, price, quantity, and subtotal using the same language as provided in the Service Work Order;
 - 5.2.2.1.4. Allowable Travel and Living Expenses (if applicable) actually incurred with the name and job title of the individual claiming expenses, date, purpose, and subtotal. Cost of travel or living expense must not exceed the allowance specified in the Judicial Council Travel and Living Expense Guidelines;
 - 5.2.2.1.5. Allowable Reimbursable Items (if applicable) with the description, actual cost incurred, quantity, and subtotal using the same language as provided in the Service Work Order. Receipts must be provided as backup documentation;
 - 5.2.2.1.6. Lines specifying Non-Taxable Subtotal, Taxable Subtotal, Sales Tax Rate, and Tax Amount;
 - 5.2.2.1.7. Amount of retention (not to exceed 10% of amount invoiced), if applicable;
 - 5.2.2.1.8. Total invoice amount (minus retention, if applicable).

6. Taxes

The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on Contractor's or any Subcontractors' employees' wages. The Judicial Council will pay for any applicable State of California or local sales or use taxes on any Materials provided or Services rendered pursuant to this Agreement.

7. Invoice Submission

- 7.1. Contractor shall submit one (1) original of invoices to the Judicial Council's Project Manager via email for processing.

8. Retention

- 8.1. The Judicial Council may withhold payment of an amount equal to ten percent (10%) from payments made for invoices submitted. Upon successful completion of all Work under an individual Service Work Order, Contractor shall separately invoice, for the amounts retained, if applicable.

9. Payment

- 9.1. The Judicial Council will endeavor to pay invoices within sixty (60) days after receipt of a correct, itemized invoice. In no event shall the Judicial Council be liable for interest or late charges for any late payments.
- 9.2. Payment shall be made by the Judicial Council to the Contractor at the address specified when this Agreement was signed. Changes to this address can be made by notifying the Judicial Council in writing of the new remittance address but should be done prior to invoice submission to avoid processing delays.
- 9.3. The Judicial Council 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 or the Service Work Order.

10. Disallowance

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

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by the Judicial Council, 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.

12. Release of Claims

- 12.1. The acceptance by Contractor of its final payment due under an authorized Service Work Order shall be and shall operate as a release of the Judicial Council, the Court(s) and the State from all claims and all liability to the Contractor for everything done or furnished in connection with said Service Work Order, including every act and neglect of the Judicial Council and or the Court(s).
- 12.2. Contractor shall, on the face of Contractor's final invoice submitted for payment, expressly identify as outstanding any claim that it has. Contractor's failure to identify any such claims shall operate as a release of all claims.

END OF APPENDIX



Date:[Date]

From:[Project Manager Name][Address]

[Phone/Fax]

[Email]

Project:[Project Title]

FM/SWO:[FM / SWO Numbers]

The Judicial Council of California requests that you provide a proposal package for the above referenced project as per the services requested below.

The work was discussed on [Date] with the following individuals:

[List contact name, company, and email/phone number here]

[List contact name, company, and email/phone number here]

[List contact name, company, and email/phone number here]

Your proposal is due on or before: [Time and Date]

Proposed Work Schedule:[Start/End Dates]

Instructions: Services rRequested should be detailed below in collaboration with Contractor(s). In your description, specify the location(s) at which the Services will be provided and what documents (i.e. drawings, spec sheets, photos, etc.), if any, are being provided by the Judicial Council. Include all applicable phasing and schedule constraints. If detailed schedules and/or progress reports are required, include frequency, type(s) of information needed and, if applicable, any particular format to be used. Attach additional pages as needed.

Services Requested:

END OF APPENDIX A - ATTACHMENT 1



Date: [Date]

Judicial Council PM: [Project Manager Name] **Contractor PM:** [Project Manager Name]
 [Address][Company]
 [Address][Address]
 [Phone/Fax][Phone/Fax]
 [Email][Email]

Project: [Project Title]

FM/SWO: [FM / SWO Numbers] **SWO Start/End Dates:** [Start/End Dates]

Master Agreement: [Leveraged Procurement Agreement Number] **MA Expiration Date:** [MA# Expiration Date]

This Service Work Order will be priced according to the following Pricing Methodology (check ONE):

Lump Sum Basis Time and Materials Basis

Does the Contractor agree to provide services as detailed in Attachment 1, Services Request Form? Yes No

Service Work Order Subtotals and Service Work Order Grand Total:

Service Type <i>Consult Exhibit 5 of the Leveraged Procurement Agreement to determine what Services are available under this Agreement.</i>	Subtotal (breakout below)
General Systems and Maintenance Services	\$
[Service Type and name of Sub-Contractor]	\$
[Travel and Living Expenditures – if applicable, allowable, and approved by Judicial Council PM]	\$
[Reimbursables – if applicable, allowable, and approved by Judicial Council PM]	\$
Non-Taxable Subtotal:	\$
Taxable Subtotal:	\$
Tax Amount (Sales Tax Rate _____ %):	\$
SERVICE WORK ORDER GRAND TOTAL:	\$

Schedule of Deliverables and Milestone Payments: (if applicable)

Description of Deliverable	Milestone Payment Amount
[Description]	\$
[Description]	\$
[Description]	\$
[Description]	\$
Service Work Order Grand Total	\$

APPENDIX A - ATTACHMENT 2 (continued)

Hourly Services	Job Title	Hourly Rate	# of Hours	Subtotal
General Systems and Maintenance Services	Installation Technician			
	Lead Technician			
	Project Manager			
	Design Engineer			
	Programmer			
	Revit/CAD Drafting			
Fixed Price Services		Price	Quantity	Subtotal
[Description]				
[Description]				
Travel and Living Expenditures		Purpose		Subtotal
[Job Title]	[Name, if known]			
[Job Title]	[Name, if known]			
Reimbursable Items (estimated)		Price	Quantity	Subtotal
[Description]				
[Description]				
Non-Taxable Subtotal:				
Taxable Subtotal:				
Tax Amount (Sales Tax Rate _____%):				
SERVICE WORK ORDER GRAND TOTAL:				\$

END OF APPENDIX A - ATTACHMENT 2

APPENDIX B - Acceptance and Signoff Form

Project Information:

Court Name:

Site Address:

Brief Description of work performed:

Date of Sign Off:

System is operational and the Court/Court Control is satisfied with the functionality, camera views, (if applicable) and training.

Yes No. If no, please note reasons:

Work appears to be complete and the Contractor has left a clean work environment.

Yes No. If no, please explain:

The Contractor has provided clear and timely communication in the process of initiating and completing this project.

Yes No. If no, please explain:

Arrangements for disposal of existing equipment has been addressed or the equipment has been removed.

Yes No.

Please provide your level of satisfaction:

Poor Fair Good Very Good Excellent

Your comments would be appreciated, if any:

Acceptance status:

Unacceptable, as noted above.

Substantial Completion is granted; issues to be addressed in Punch List.

Acceptance is granted.

Name: _____

Title: Date:

END OF APPENDIX

Appendix C

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: [PROJECT NUMBER] between Judicial Council of California (the “Judicial Council”) and (the “Contractor”) (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the requirement that it and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date:

Proper Name of Contractor:

/ Subcontractor

Signature:

Print Name:

Title:

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND ALL SUBCONTRACTORS

END OF APPENDIX






MA-2024-14-AVI Systems-For Signature

Final Audit Report

2024-12-30

Created:	2024-12-30
By:	Monica Ethridge-Craig (monica.ethridge@avisystems.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP_PZWz9_SHn5xvo0sF4k9duQEFuabZTD

"MA-2024-14-AVI Systems-For Signature" History

-  Document created by Monica Ethridge-Craig (monica.ethridge@avisystems.com)
2024-12-30 - 7:37:12 PM GMT
-  Document emailed to Brandon Sorensen (brandon.sorensen@avisystems.com) for signature
2024-12-30 - 7:42:59 PM GMT
-  Email viewed by Brandon Sorensen (brandon.sorensen@avisystems.com)
2024-12-30 - 9:11:57 PM GMT
-  Document e-signed by Brandon Sorensen (brandon.sorensen@avisystems.com)
Signature Date: 2024-12-30 - 9:12:35 PM GMT - Time Source: server
-  Agreement completed.
2024-12-30 - 9:12:35 PM GMT