

ATTACHMENT 2  
AOC Standard Terms and Conditions

**NOTE:** As set forth in Section 4 of the RFP: The provisions marked with an (\*) within the Terms and Conditions are minimum contract terms and conditions (“Minimum Terms”). A proposal that takes a material exception (addition, deletion, or other modification) to a Minimum Term will be deemed nonresponsive. The AOC, in its sole discretion, will determine what constitutes a material exception.

**EXHIBIT A  
STANDARD PROVISIONS**

1. Indemnification (\*)

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the AOC, and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

A. Pursuant to this provision, the State may terminate this Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:

- i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this Agreement, or (c) so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and, after receipt of a written Notice from the State specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of five (5) business days or a longer period, if authorized in the Notice of failure; or,

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- ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any State authority relating to insolvency or protection from the rights of creditors.
  - B. In the event the State terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the State may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the State for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.
  - C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
  - D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the State shall be to pay only for the services rendered at the rates set forth in the Agreement.
  - E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
4. No Assignment
- Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.
5. Time of Essence
- Time is of the essence in the performance of Work by Contractor under this Agreement.

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6. Validity of Alterations

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

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

*END OF EXHIBIT*

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**EXHIBIT B**  
**SPECIAL PROVISIONS**

1. Definitions

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

- A. **“Acceptance”** means the written acceptance issued to the Contractor by the State after the Contractor has completed a Deliverable in compliance with the Contract Documents, including without limitation, Exhibit D, Work to Be Performed, Exhibit C, Payment Provisions, applicable forms and attachments in Exhibit E, and the Acceptance of the Work provision set forth in this Exhibit.
- B. **“Administrative Director”** refers to that individual or authorized designee empowered by the State to make final and binding executive decisions on behalf of the State.
- C. **“Agreement”** means this Standard Agreement as defined on the Standard Agreement Coversheet, including the following, which are hereby incorporated into the Agreement by this reference: Exhibit A (Terms and Conditions, includes JBCL Appendix), Exhibit B (Payment Provisions), Exhibit C (Statement of Work), Exhibit D (Acceptance and Sign-off Form) and Exhibit E (Attachments).
- D. **“Amendment”** means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- E. **“AOC Locations”** means work related spaces in San Francisco in two (2) sites within the civic center complex in San Francisco: Judicial Council of California Boardroom (*455 Golden Gate Avenue*), Supreme Court Courtroom (*350 McAllister Street*).
- F. **“AOC Project Manager”** means the individual appointed by the AOC to communicate directly with the Contractor Project Manager. The role of an “AOC Project Manager Designee” may be assigned, at the discretion of and on an “as needed basis” by the AOC Project Manager to perform specific tasks.
- G. **Audiovisual (AV) System** – The AV system is defined as all equipment integrated into the energy-consuming infrastructure necessary to fulfill the intent of communicating audio and video information to an audience. A set of specified,

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individual audio and video components designed and configured to operate as one comprehensive system.

- H. **“Business Day”** means any day other than Saturday, Sunday or a scheduled AOC holiday.
- I. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State or the Court’s business or the business of its constituents. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- J. **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms **“Contract”** or **“Contract Documents”** may be used interchangeably with the term **“Agreement.”**
- K. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- L. **“Contractor”** means the individual, association, partnership, firm, company, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- M. **“Contractor Project Manager”** the Contractor’s primary point of contact for all matters related to performance of Work.
- N. **“Control System”** - A sub category of System Interface referring to hardware and software specifically included in a system for the purpose of providing centralized and potentially automated, or scheduled operation of the AV system and associated elements.
- O. **“Contractor’s Technology”** refers to various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques including, without limitation, function, process, and system, including Contractor’s proprietary delivery

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system; templates; generalized features of the structure; general purpose consulting; utilities and routines; and, logic, coherence and methods of operation of systems, which the Contractor has created, acquired or otherwise has rights in and may, in connection with the performance of the Work hereunder, create, acquire or otherwise obtain rights in, including Contractor's Programming.

- P. **"Court(s)"** means one or more of the fifty-eight (58) superior Courts and/or seven (7) appellate Courts in the California state Court judicial system.
- Q. **"Data"** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, digital photos, and other documentation.
- R. **"Day"** means calendar day, unless otherwise specified.
- S. **"Deliverable(s)"** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for Acceptance.
- T. **"Force Majeure"** means a delay which impacts the timely performance of Work for which neither the Contractor nor the AOC are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
  - ii. Acts or omissions of any government entity;
  - iii. Fire or other casualty for which a party is not responsible;
  - iv. Quarantine or epidemic;
  - v. Strike or defensive lockout; and
  - vi. Unusually severe weather conditions.
- U. **"Integration"** or **"Integration Work"** mean work/labor having to do with the project management, engineering, programming, installation, assembly, testing, modification, and training of AV equipment or systems that occurs at the AOC Locations to provide a functioning and effective owner solution.
- V. **"Materials"** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information excluding Contractor's technology.
- W. **"Notice"** means a written document initiated by the authorized representative of either party to this Agreement and given by:

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- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
  - ii. Hand-delivered to the other party's authorized representative, which shall be effective on the date of service.
- X. **"Project"** refers to all activity relative to this Agreement.
- Y. **"Services"** or **"Tasks"** mean, individually and collectively, the Work provided under this Agreement, including those Services set forth in a Statement of Work and any incidental services or responsibilities that are reasonable and customary in the industry and not specifically described in this Agreement, but which are required for the performance and delivery of these Services.
- Z. **"State"** refers to the Judicial Council of California, Administrative Office of the Courts (**"AOC"**). The State is one of the parties to this Agreement.
- AA. **"State Standard Agreement"** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **"Contract Counterpart."**
- BB. **"Stop Work Order"** means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- CC. **"Subcontractor"** means an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term "Subcontractor" includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- DD. **"Task(s)"** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- EE. **"Term"** refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contactor is authorized to provide the Contract Work.

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- FF. **“To Be Determined”** or **“TBD”** is the item that is not yet identified. Any and all To Determined items, set forth herein, shall be determined prior to award or by mutual agreement between the Contractor and the State and incorporated into the Agreement via Amendment(s).
- GG. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the AOC or the Contractor, which is not a party to this Agreement.
- HH. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, equipment, parts, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the AOC. Work may be defined to include Tasks and/or Deliverables, as required by the Agreement.
- II. **“Working Hours”** refers to an average eight-hour work shift, falling between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, Pacific Time. ??

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State’s satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

4. State's Obligation Subject to Availability of Funds (\*)

- A. The AOC's obligations under this Agreement are subject to the availability of authorized funds. The State may terminate the Agreement or any part of the

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

- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
  - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
  - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Stop Work

- A. The State may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree in a Stop Work Order. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - i. Cancel the Stop Work Order; or
  - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume

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Work. The State shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
  - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The AOC shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

6. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager, named below, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be performed under this Agreement shall be made through the Project Manager.
- i. Any Notice from the Contractor to the State shall be in writing and shall be delivered the Project Manager as follows:

TBD, Project Manager  
Judicial Council of California  
Administrative Office of the Courts  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

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- ii. Other than for Notices, the State's Project Manager may be contacted as follows:

Telephone: TBD  
Facsimile: TBD  
Email: TBD

- B. Notice to the Contractor shall be directed in writing to:

TBD

7. Standard of Professionalism

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

8. Acceptance of the Work

- A. The Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work ("**Criteria**") provided by the Contractor pursuant to this Agreement:
  - i. Timeliness: The Work was delivered on time;
  - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
  - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the State, in accordance with direction from the Project Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The State's Project Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 to this Agreement, to notify the Contractor of the Work's acceptability.

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- D. If the State rejects the Work provided, the State's Project Manager shall submit to the Contractor a written rejection using Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
  - E. If the Project Manager requests further change, the Contractor shall meet with the Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in subparagraph F below.
  - F. If agreement cannot be reached between the State's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.
9. Ownership of Data & Materials
- A. Any interest of the Contractor in the Data and Materials prepared, collected or received by the Contractor in the performance of the Work of this Contract, in any form, whether in hard copy or stored computer files shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all these Data and Materials within thirty (30) Days of the request.
  - B. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data and Materials. The Contractor shall not publish or reproduce such Materials in any form, in whole or in part, or any manner or form, or authorize others to do so without the written consent of the State, as appropriate.

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- C. Notwithstanding the foregoing, the parties acknowledge that the Contractor may, employ, disclose, provide or modify the Contractor's Technology in connection with the performance of the Work hereunder. The parties acknowledge and agree that the Contractor shall own all right, title, and interest, including without limitation, all rights under all copyright, patent, and other intellectual property laws, in and to the Contractor's Technology and the Contractor may employ, modify, disclose, and otherwise exploit the Contractor's Technology (including, without limitation, providing services or creating programming for other clients). Except as otherwise provided, upon full and final payment hereunder, the Data and Materials prepared or collected by the Contractor in the performance of the Work of this Contract, in any form, whether in hard copy or stored computer files related to this Project shall become the State's property. To the extent that any of the Contractor's Technology is contained in any of the Data and Materials resulting from the Work, the Contractor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, irrevocable, non-exclusive license to use the Contractor's Technology in connection with the Data and Materials resulting from the Work hereunder. To the extent that the Contractor uses any of its property, including the Contractor's Technology or any hardware or software of the Contractor's in connection with the performance of the Work hereunder, such property shall remain the property of the Contractor and, except for the license expressly granted herein, the State shall acquire no right or interest in such property.
- D. The State shall have the right to use the Materials and Data that result from the Work of this Agreement, as it deems appropriate, however the parties acknowledge that the Work is intended for internal use of AOC. The AOC may use the Materials or Data in conjunction with other works or works at its sole discretion.
10. Service and Equipment Warranty
- A. The Contractor warrants and represents that each of its employees, Subcontractors, independent contractors, or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, and will perform in a competent and professional manner. The Contractor further warrants that the services performed hereunder will conform to the requirements of this Agreement.
- B. The Contractor warrants, for a minimum period of one (1) year following the AOC's Acceptance of all Deliverables, that the Materials and Work furnished hereunder will conform to the requirements of this Agreement and such Materials and Work

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shall function properly for its intended purposes, free from all defects in Materials and workmanship and free from defects in design. The Work shall be in conformity with the best modern practice of the trade with the intent to secure the best standard of construction and equipment as a whole or in part. The State approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty.

- C. With respect to all warranties, express or implied, for Work performed hereunder or materials, software, equipment, or other component part furnished, the Contractor shall:
  - i. Obtain all warranties that would be given in the normal course of business from the supplier and/or manufacturer for the benefit of the AOC;
  - ii. Enforce all warranties for the benefit of the AOC; and
  - iii. Be responsible to enforce any warranty of a Subcontractor, should they extend beyond the period specified in the Agreement.
  
- D. Contractor warrants that all goods delivered shall (i) be free from defects in workmanship, material, and manufacture (including, without limitation, defects which could create a hazard to life or property); (ii) be new, not refurbished or reconditioned, unless otherwise stated in this Agreement; (iii) be of merchantable quality and shall be fit for the purposes intended by the State to the extent disclosed by Contractor; (iv) comply with the requirements of this Agreement; and (v) be in compliance with all applicable laws and regulations.

11. Insurance Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the AOC shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of 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.

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- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of the state of residency.
  - ii. Employer's Liability with limits not less than **\$1,000,000.00** for each accident.
  - iii. Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
  - iv. Business Automobile Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The State and the Courts of California, their officers, officials, employees, and agents and relevant Site property owners are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
  - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
  - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. Acceptability of Insurers. Unless otherwise approved by the State: Insurance is to be placed with insurers with an A.M Bests' rating of no less than A:VIII, or, if not

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rated with A.M. Bests, with minimum surpluses the equivalent of A.M. Bests' surplus size VIII.

- F. Subcontractors. The Contractor shall include any Subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.
- G. The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions and job site safety. The Contractor shall comply with all applicable federal, state, and local safety regulations governing the job site, employees, and subcontractors. The Contractor shall be responsible for any subcontractor's compliance with these provisions.
- H. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.
- I. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.
- J. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council of California, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 6<sup>th</sup> Floor, San Francisco, CA 94102.

12. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the AOC without prior review and written permission by the State.

13. Limitation of Liability

- A. The State shall not be responsible for loss of or damage to any non-State equipment arising from causes beyond the State's control.

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- B. The Contractor indemnifies and holds harmless the State from and against all liability for personal injury or property damage caused by the Contractor's negligence or willful misconduct while performing its obligations pursuant to this Agreement on the State's premises. Any expiration or termination of this Agreement shall not affect the continuing obligations of the parties described in this Agreement.

14. Confidentiality

- A. Both the AOC and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the AOC may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the AOC's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the AOC that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

15. Contractor's Personnel--Replacement

- A. The State reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the State under this Agreement if in the State's opinion, the performance of the Contractor's personnel is unsatisfactory. The State agrees to provide Notice to the Contractor in the event it makes such a determination. If the State exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.

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- B. If any of the Contractor's personnel become unavailable during a Term of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- C. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time.
- D. If any of the Contractor's personnel become unavailable during the Term(s) of this Agreement, the Contractor will supply a substitute acceptable to the Project Manager.
- E. If any of the Contractor's personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the State, the State may terminate this Agreement for cause pursuant to Exhibit A, Standard Provisions paragraph 3.

16. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the State agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

17. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement; however, Amendments to authorized Commercial Time and Material Tracker Forms do not require such bilateral execution, but must only be approved in writing by the parties. No Commercial Time and Material Tracker Form shall amend the terms and conditions of the Contract.

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18. Accounting System Requirement

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

19. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

20. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

21. Conflict of Interest

A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the

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proposed contract within the twelve (12) month period of his or her separation from state service.

22. Covenant Against Gratuities

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

23. National Labor Relations Board

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

24. Drug-Free Workplace

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

25. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the

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performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.

- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

26. Americans with Disabilities Act

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

27. Public Works/Prevailing Wages

A “Public Works” project is the erection, construction, alteration, repair or improvement of any public structure, building, road or other public improvement of any kind. If the Contractor performs any activity under this Agreement that falls within the foregoing definition, the Contractor shall be required by law to pay its employees an amount not less than the Prevailing Rates of Wage, as specified by the California State Department of Industrial Relations, if applicable. The Contractor shall indemnify and hold the AOC harmless from any claims related to the payment or non-payment of such wages by the Contractor.

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28. Protection of Utilities

The Contractor shall protect from damage public and private utilities encountered during the Work of this Agreement. Prior to beginning Work, the Contractor shall give proper notification to the agencies that have utilities in place, and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities, and structures.

29. Safety

The Contractor shall maintain the Work Sites and perform the Work in a manner which meets all legal requirements for the provision of a safe workplace. The Contractor shall comply with safety standards and provisions of applicable laws, building and construction codes, and safety regulations issued by the California Department of Industrial Relations.

30. Hazardous Materials

- A. Should the Contractor's installation personnel, during Integration Work, encounter hazardous materials (hazardous materials include asbestos, PCBs, lead, radioactive materials, explosives, and other materials defined as hazardous or dangerous wastes), the Contractor's installers shall not disturb those materials, but should immediately contact the AOC Project Manager to determine an alternative installation plan that will not disturb those or other hazardous materials.
- B. If some or all of the goods being provided by Contractor are on CAL OSHA's "Hazardous Substances List," Contractor must forward a completed Material Safety Data Sheet (MSDS).

31. Compliance with Laws, Regulations, Licenses and Permits

The Contractor shall comply with and give Notices required by all laws, ordinances, codes, rules, regulations including but not limited to those relating to environmental pollution prevention, historic site preservation, and preservation of public natural resources. Except as specifically otherwise provided herein, the Contractor shall obtain and pay for all permits and licenses necessary for the conduct of the Work. The costs for all such compliance shall be inclusive in the Agreement price.

32. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

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33. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.

34. Signature Authority

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

35. Agreement Term

- A. Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.
- B. The Work of the Agreement shall commence TBD and the Agreement shall expire TBD, unless otherwise set forth in writing, in accordance with the terms and conditions of the Agreement.

36. Severability

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

37. Waiver

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

38. Survival

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

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39. Entire Agreement

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

*END OF EXHIBIT*

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**EXHIBIT C**  
**PAYMENT PROVISIONS**

**1. CONTRACT AMOUNT**

- A. The total amount the AOC may pay the Contractor under this Agreement for performing the Work set forth in Exhibit C, Work to be Performed, shall be the actual cost not to exceed the Contract Amount of **[\$TBD]**, as set forth in this Exhibit.
- B. The Contractor has estimated the costs and expenses necessary to complete the Work. The AOC Project Manager's acceptance of the Contractor's price does not (i) imply that the AOC approves of or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.
- C. Unless otherwise specifically stated, the Contractor shall provide and pay for materials, labor, tools, equipment, parts, water, light, power, transportation, supervision and temporary construction, if any, and other services and facilities of any nature necessary to complete and deliver the Work to be Performed hereunder.

**2. COMPENSATION FOR CONTRACT WORK**

- A. For performing the Work of this Agreement as set forth in Exhibit D, Work To Be Performed, the State shall compensate the Contractor in arrears upon the Acceptance of each Deliverable at the firm fixed or not to exceed amounts set forth in Table 1 below:

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**Table 1: Firm Fixed Prices for Deliverables**

<b>Deliverable No.</b>	<b>Task Description &amp; Deliverable</b>	<b>Firm Fixed or Not To Exceed Amount per Deliverable</b>
<b>1</b>	<p>Complete Project Plan and Timeline Draft</p> <p>Deliverables: Submit a draft project plan, including confirmed scope of Work to Be Performed, sequence of tasks for project, and project timeline for approval.</p>	<p>Firm Fixed Amount</p> <p>TBD</p>
<b>2a</b>	<p>Procure Goods</p> <p>Deliverables: Provide completed equipment list for approval and procure approved equipment set forth in Exhibit E, Attachment 2.</p>	<p>Not To Exceed Amount</p> <p>TBD</p>
<b>2b</b>	<p>Develop Final Integration Services Plan</p> <p>Deliverables: Provide integration services timeline for approval. Submit draft touch panel modifications and functional and schematic drawings.</p>	<p>Firm Fixed Amount</p> <p>TBD</p>
<b>3</b>	<p>Perform Integration Services for Judicial Council Board</p> <p>Deliverables: Perform onsite Integration Services in the Judicial Council Boardroom and provide all associated end-user/technical training and systems documentation to complete the project and receive Acceptance of the Work.</p>	<p>Firm Fixed Amount</p> <p>TBD</p>
<b>4</b>	<p>Perform Integration Services for the Supreme Courtroom</p> <p>Deliverables: Perform onsite Integration Services in the Supreme Courtroom and provide all associated training and systems documentation to complete the project and receive Acceptance of the Work</p>	<p>Firm Fixed Amount</p> <p>TBD</p>

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**Table 1: Firm Fixed Prices for Deliverables**

Deliverable No.	Task Description & Deliverable	Firm Fixed or Not To Exceed Amount per Deliverable
5	<p>Optional – Upon Request, Perform Final System Configuration and Fine Tuning</p> <p>Deliverables: Final system configuration and fine-tuning report referencing all activities and adjustments.</p>	<p>Firm Fixed Amount</p> <p>TBD</p>

3. Taxes and Miscellaneous Charges

- A. The State will pay the Contractor for any applicable State of California or local sales or use taxes on the services rendered or equipment or component parts supplied pursuant to this Agreement, and occupancy tax and energy surcharge when applicable.
- B. The AOC will reimburse Contractor for allowable miscellaneous expenses which are directly related to the Services provided AOC by Contractor hereunder, billed in the manner set forth in Section 4, below. Allowable miscellaneous expenses includes unforeseen travel and lodging or unforeseen need for parts or AV components, but excludes Integration Services and taxes.
- C. Contractor shall notify the AOC if miscellaneous expenses will include unforeseen travel, in advance of any expenditure. For overnight travel, in accordance with AOC approved guidelines, the AOC will reimburse Contractor as follows: meals shall be reimbursed at the actual cost incurred, not to exceed the following maximum amounts per person per day: breakfast = \$6.00; lunch = \$10.00; dinner = \$18.00; and/or incidentals = \$6.00. The AOC shall reimburse Contractor for (a) in-state lodging at the actual cost incurred for expert witnesses only, not to exceed \$110.00 per day, plus tax and energy surcharge thereon, and (b) out-of-state lodging at the actual cost incurred, up to the federal per diem lodging rate for that locale, plus tax and surcharges thereon, when substantiated by receipts. Any required air travel will be reimbursed based on lowest available coach fare. Reasonable ground transportation expenses will be reimbursed at applicable IRS approved rate per mile.

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D. The total amount the State may pay the Contractor for miscellaneous charges pursuant to sub-paragraphs B and C above, shall not exceed \$2,000.00

4. Other Expenses

The State shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any unallowable administrative, labor, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

5. Method of Payment

A. The Contractor shall submit an invoice for Work provided upon completion of the Work, as set forth in Exhibit D, Work to be Performed, but no more often than once a month. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate:

- i. The Contract number;
- ii. A unique invoice number;
- iii. The Contractor's name and address;
- iv. Taxpayer identification number (the Contractor's federal employer identification number);
- v. Description of the completed Work, including the name of Contractor performing the Work, services rendered, firm fixed price Deliverables, Deliverable number;
- vi. Description of goods, including manufacturer, model, quantity, unit price, extended amount, not to exceed total as appropriate;
- vii. The date each Deliverable is completed; and
- viii. Preferred remittance address, if different from the mailing address.

C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California  
Administrative Office of the Courts  
c/o Finance Division, Accounts Payable  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102-3688

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- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.
6. Disallowance  
If the Contractor claims or receives payment from the State for a service or reimbursement that is later disallowed by the State, the Contractor shall promptly refund the disallowed amount to the State upon the State's request. At its option, the State may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.
7. Payment Does Not Waive Responsibility for Professional Work  
The granting of any payment by the State as provided in this Exhibit shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Materials, even if the unsatisfactory character of such Work or Materials may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

*END OF EXHIBIT*

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**EXHIBIT D**  
**WORK TO BE PERFORMED**

1. Introduction

- A. The Contractor will perform Integration Work at the AOC Locations, to replace obsolete and broken audiovisual equipment and systems with industry standard technology, hardware, and software. The systems to be replaced include those used to provide audio and video signals for the press and general public. The current equipment and systems must be replaced to enable provision of signals consistent with current industry standards.
- B. The courtroom requires installation of equipment to replace obsolete AV equipment and systems and modification of the existing systems as required to effectively integrate the new equipment. The replacement systems should include the following: local sound reinforcement audio processing, assistive listening, video acquisition and distribution to designated areas within the Civic Center Complex, timing mechanisms, audio teleconferencing and audio archiving. The existing multi-camera video acquisition system must be replaced to enable industry standard audio and video signals and cabling to the press room.
- C. The Boardroom requires installation of equipment to replace obsolete AV equipment and systems and modification of the existing systems as required to effectively integrate the new equipment. The replacement systems should include the following: local sound reinforcement audio processing, assistive listening, video acquisition and distribution to designated areas within the Civic Center Complex, video display, audio teleconferencing.
- D. The new systems and equipment must be integrated with existing installed AV and AV control systems.

2. Scope of Work

- A. The Contractor will provide Integration Services, including project management, programming, engineering, CAD drawing creation, procurement, assembly, installation, testing, modification, and training at AOC Locations.
- B. Provide all labor, materials, transportation and equipment to complete the furnishing, installation, assembly, set up and testing of the systems, along with equipment provided by judicial branch, per the included list.

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C. Provide Integration Services to take place at the following times: TBD

3. Work To Be Performed

- A. Create systems documentation and drawings for the systems signal and path routes in a format compatible with VidCad software. Files in .pdf format shall also be provided.
- B. Perform all work pursuant to a plan jointly developed by Contractor and AOC, and approved by AOC.
- C. Purchase, deliver, assemble, test, and integrate audiovisual equipment as specified Attachment 2, Approved AV Equipment List and Prices.
- D. Furnish and install all necessary conduit, cabling, boxes, conversion, routing and switching equipment, and programming labor required for complete and fully operational systems.
- E. Mark all cables, regardless of length, with permanent, non-handwritten number of letter cable markers within six inches of booth ends. There shall be no unmarked cables at any places in the system. Marking codes used on cables shall correspond to the codes shown on system drawings.
- F. All displays and speakers are to be suspended from the building structure or attached to rated framing. It is the responsibility of the Contractor to provide a safe support system for the loudspeakers and projectors using rated hardware from the manufacturer. These suspension systems must be reviewed and approved by a licensed structural engineer, identified by the judicial branch.
- G. Provide a designated supervisor present and in responsible charge on the project site during all phases of the installation and testing of the project.
- H. Test audiovisual systems and demonstrate to the court that they are functioning effectively. The governing overall requirement is complete and functional systems.
- I. Provide a project maintenance binder with all manufacturer specific operating and maintenance instructions manuals for each piece of equipment installed.
- J. Provide two operator and maintenance training sessions on completed systems at reasonable convenience of the court during normal court business hours.

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- K. Under the warranty, upon AOC request, return within the first 30 days after the systems have been turned over to the court for additional system configuration and fine-tuning.
  - L. Provide the source code for any modification of the control system or audio processing upon completion of project installation.
  - M. Replacement of equipment or system components
  - N. Disassemble and return all de-installed obsolete equipment to AOC.
  - O. Ground components;
  - P. Re-terminate cable or cable fittings
4. Conduct of Work.
- A. The Contractor will provide a Contractor Project Manager to receive and process project requests and communications from the AOC Project Manager over the telephone or via electronic communications and to assess and make determination of next steps. The Contractor Project Manager will contact the AOC Project Manager within (4) four hours of the Contractor receiving the initial request from the AOC Project Manager to provide a telephone consultation.
  - B. The Contractor shall provide a toll free number to receive service request calls from AOC audiovisual personnel during Standard Business Hours.
  - C. The Contractor will provide a total of four (4) hours of staff training, over 2 (two) pre-arranged sessions for the AOC Locations for applicable replacement audio-visual equipment and systems.
  - D. The Contractor will make all commercial efforts to provide immediate remote telephone consultation services for new equipment and technology assessment and solution inquiries during the Term of the Agreement.
  - E. Unless otherwise specifically stated, the Contractor shall provide and pay for all materials, labor, tools, equipment to perform installation, authorized AV equipment, parts, water, light, power, transportation, supervision and temporary construction, if any, and other services and facilities of any nature necessary to complete and deliver the Work to be Performed hereunder.

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5. Supreme Courtroom Work To Be Performed

Contractor shall be responsible for the following:

- A. Modifications and Installation.
- B. De-install and replace the following existing AV Equipment:
  - i. 7 boundary microphones installed at bench (with an appropriate polar pattern and radio frequency interference shield)
  - ii. 1 boundary microphone installed at clerk station
  - iii. 1 boundary microphone installed on the at podium
  - iv. 1 boundary microphone installed at bailiff station
  - v. 1 wireless lavalier and 1 handheld microphones Audio Matrix Mixer and Automatic Microphone Mixers replaced with DSP System
  - vi. Audio Teleconference capabilities incorporated into DSP System and control system
  - vii. Assistive listening per ADA requirements (secured and confined to the courtroom, mounting to accommodate existing locations)
  - viii. Monitor(s) for security room and X-Ray scanner
  - ix. Speaker timer installed at clerk's position (should include notification status and control such as Go, Warning, and Stop and be integrated with the existing control system programming)
  - x. Speaker timer indicator installed at podium and Chief Justice position (should include notification status such as Go, Warning, and Stop); control timer from touch panel
  - xi. Power conditioner, surge protector
  - xii. FTR hardware and audio card
    - a. 5 channel capabilities
- C. Software
  - i. Control System programming modifications
    - a. Individual microphone mute/unmute capabilities
    - b. Individual monitor speaker volume
  - ii. FTR Software
- D. 5 Pan/Tilt/Zoom HD Cameras
  - i. HDSD/SDI
  - ii. 3 surface mounted, 2 mounted at existing locations

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- E. Integrated Camera Control
  - i. PTZ, Iris, Gain, Position presets
- F. V-Brick network streaming device to stream signal from courtroom with reflector capabilities
- G. SDI Split Screen Combiner/Multiviewer to be interfaced with streaming device
- H. HD/SD SDI Video Production Switcher
  - i. Preview/Program and Source Monitors (Multiviewer)
  - ii. Broadcast quality Recorder (Solid state HD/SD SDI)
  - iii. Recorder confidence monitor
  - iv. Analog/NTSC Output for integration with existing video distribution
- I. Audio Mixer with 3 outputs (For Broadcast Feed with separate audio control for all microphones, transformer isolated from PA System)
- J. HD connectivity for Media Access in First floor of building
- K. Integration into the existing analog building-wide audio/video distribution
- L. Cabling
- M. Training- Two 2 hour sessions at a minimum- end-user and technical training
- N. 1-yr workmanship warranty minimum in addition to equipment manufacturer's warranty (See section paragraph 10, Exhibit B, Special Provisions entitled Service and Equipment Warranty)

Note: The digital audio recording system needs to be interfaced with AV components in order to provide recording\archiving capabilities; the court currently uses *For The Record* (FTR) and needs to maintain that functionality. Both hardware and software should be provided. The system should be capable of capturing, annotating, playing back and managing the record of court proceedings.

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6. Judicial Council Boardroom Work To Be Performed

Contractor shall be responsible for the following:

- A. Modifications and Installation
- B. De-install and replace the following existing AV Equipment:
  - i. 4 Analog PTZ Cameras with HD/SD SDI
  - ii. HD/SD SDI Video Production Switcher
  - iii. Preview/Program and Source Monitors (Multiviewer)
  - iv. Broadcast quality Recorder (Solid state HD/SD SDI)
  - v. Recorder confidence monitor
  - vi. Analog/NTSC Output for integration with existing video distribution
- C. HD connectivity for Media Access in adjacent conference room
- D. Integration into the existing analog building-wide audio/video distribution
- E. Audio Matrix Mixer and Automatic Microphone Mixers replaced with DSP System
- F. Audio Teleconference capabilities incorporated into DSP System
- G. Power conditioner, surge protector
- H. Two audience LED display monitors to accommodate existing mounting position
- I. Integration with Existing Components
- J. Control Software Programming (if needed)
- K. Cabling
- L. Training- Two 2 hour sessions at a minimum- end-user and technical training
- M. 1-yr workmanship warranty minimum in addition to equipment manufacturer's warranty (See section paragraph 10, Exhibit B, Special Provisions entitled Service and Equipment Warranty)

7. Deliverables

- A. Deliverable #1: Complete Project Plan and Timeline Draft
  - i. Scheduled Completion: June 2013

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ii. Key Activities:

- Schedule kick-off meeting with team to develop:
  - Review and confirm Work to Be Performed
  - Identify roles and responsibilities of team members and stakeholders
  - Review and confirm sequencing of tasks
  - Prepare project timeline

iii. Deliverables:

- Submit a draft project plan, including confirmed scope of Work to Be Performed, sequence of tasks for project, and project timeline for approval.

B. Deliverable #2a: Procure Goods

i. Scheduled Completion: October 2013

ii. Key Activities:

- Receive AOC approval of final list of equipment and components to be purchased
- Purchase equipment
- Receive equipment
- Pre-installation testing and configuring

iii. Deliverables:

- Provide list of equipment purchased, received, status of pre-installation testing and configuring

C. Deliverable #2b: Develop Final Integration Services Plan

i. Scheduled Completion: October 2013

ii. Key Activities:

- Develop final project timeline for completion of Work to Be Performed
- Develop final Integration Services Plan
- Develop preliminary touch panel modifications for review and approval
- Develop preliminary modified functional and schematic diagrams for review and approval

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iii. Deliverables:

- Submit final project timeline for completion of Work to Be Performed
- Submit final Integration Services Plan
- Submit draft touch panel modifications and functional and schematic drawings.
- Submit final draft modified functional and schematic diagrams for review and approval

D. Deliverable #3: Perform Integration Services for Judicial Council Board

i. Scheduled Completion: December 2013

ii. Key Activities:

- Perform integration services onsite for the Judicial Council Board
- Deliver, assemble, test, and integrate equipment and services into designated spaces
- Disassemble existing equipment
- Perform training on systems for staff and stakeholders
- Provide maintenance binders, training manuals, and other system documentation for modified equipment and systems

iii. Deliverables:

- Perform onsite Integration Services in the Judicial Council Boardroom and provide all associated end-user/technical training and systems documentation to complete the project and receive Acceptance of the Work.

E. Deliverable #4: Perform Integration Services for the Supreme Courtroom

i. Scheduled Completion: February 2014

ii. Key Activities:

- Perform integration services onsite for the Supreme Courtroom
- Deliver, assemble, test, and integrate equipment and services into designated spaces
- Disassemble existing equipment
- Perform training on systems for staff and stakeholders

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- Provide maintenance binders, training manuals, and other system documentation for modified equipment and systems

iii. Deliverables:

- Perform onsite Integration Services in the Supreme Courtroom and provide all associated training and systems documentation to complete the project and receive Acceptance of the Work

F. Optional Deliverable #5: Final System Configuration and Fine Tuning

i. Scheduled Completion: March 2014

ii. Key Activities:

- Perform final system configuration and fine-tuning of both the courtroom and the Judicial Council Boardroom

iii. Deliverables:

- Final system configuration and fine-tuning report documenting all fine tuning activities and adjustments.
- **IMPORTANT: Contractor must first obtain AOC Project Manager's written authorization to commence work on Deliverable 5. The AOC Project Manager, in its sole discretion, will decide whether to commence Work on Deliverables 5. Any Work undertaken on Deliverable 5 by the Contractor before receiving written authorization shall be at the Contractor's risk.**

8. Contractor Responsibilities

The Contractor will have the following responsibilities under this Contract:

- A. The Contractor is the primary contact;
- B. The Contractor will work closely with the AOC Project Manager;
- C. The Contractor will proactively assist with resolution of issues with any aspect of the Work.

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9. AOC Project Manager Responsibilities

The AOC Project Manager will have the following responsibilities:

- A. Manage, schedule, and coordinate the activities of the State's resources;
- B. Make the work space available during standard business hours, around the availability of the courtroom;
- C. Provide the Contractor access to the AOC Location, all cable pathways, equipment, and facility spaces that are required;
- D. Meet with the Contractor to conduct an assessment of the described Integration Work, prior to commencement of the Work, unless, otherwise expressly pre-approved in writing by the AOC Project Manager;
- E. Supervise and coordinate the work of the audiovisual systems contractor with the work of the project electrical contractor and structural engineer;
- F. Provide the Contractor with updated project plans, schematic drawings, and a schedule of overall project dates;
- G. Evaluate the work, provide punch list items, and provide Acceptance of the work upon completion of each defined phase of the project work and upon completion of the project work.

*END OF EXHIBIT*

RFP Title: Audio Video Systems Modifications and Integration Services  
RFP Number: CJER 05-13-RB

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**EXHIBIT E**  
**ATTACHMENTS**

This Exhibit includes the following forms:

- Attachment 1, Acceptance and Signoff Form
- Attachment 2, Approved AV Equipment List and Prices

*END OF EXHIBIT*

RFP Title: Audio Video Systems Modifications and Integration Services  
RFP Number: CJER 05-13-RB

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**EXHIBIT E**  
**ATTACHMENT 1**  
**ACCEPTANCE AND SIGNOFF FORM**

Description of Work provided by Contractor:

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Date submitted: \_\_\_\_\_

Work is:

1) Submitted on time:  yes  no. If no, please note length of delay and reasons.

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2) Complete:  yes  no. If no, please identify incomplete aspects of the Work.

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3) Technically accurate:  yes  no. If no, please note corrections required.

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Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

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Work is accepted.

Work is unacceptable as noted above.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*END OF ATTACHMENT*

RFP Title: Audio Video Systems Modifications and Integration Services  
RFP Number: CJER 05-13-RB

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**EXHIBIT E**  
**ATTACHMENT 2**  
**APPROVED AV EQUIPMENT LIST AND PRICES**

[TBD]

*END OF ATTACHMENT*

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***JBCL APPENDIX***

*This JBCL Appendix contains the provisions required for compliance with Public Contract Code (“PCC”), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual (“JBCM”) adopted pursuant to that law. In this appendix, (i) “Agreement” refers to the agreement into which this appendix is incorporated, (ii) “JBE” refers to the California judicial branch entity that is a party to the Agreement, (iii) “Contractor” refers to the other party to the Agreement, and (iv) “Consulting Services” refers to those services described in chapter 8, appendix C, section 1 of the JBCM.*

- 1. Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.
  - 1.1. Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of non-discrimination. (\*)
  - 1.2. National Labor Relations Board.** 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. (\*)
  - 1.3. Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.
  - 1.4. Iran Contracting Act.** 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 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).
- 2. Independent Contractor Status.** Contractor is an independent contractor to the JBE. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor or its personnel and the JBE. Nothing Contractor does, or fails to do, in the performance of this Agreement will make Contractor or its personnel an employee of the JBE. The JBE will not provide to Contractor or its personnel the benefits that the JBE provides its employees.
- 3. Provisions Applicable Only to Certain Agreements.** The provisions in this section are *applicable only to the types of agreements specified in the title of each subsection*. If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.
  - 3.1. Agreements over \$10,000.** This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

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- 3.2. Agreements over \$50,000.** No JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).
- 3.3. Agreements of \$100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 3.4. Agreements for Services over \$200,000 (Excluding Consulting Services).** 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.
- 3.5. Agreements for the Purchase of Goods.** Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030. If this Agreement provides for the purchase 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), with respect to these goods, Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible.
- 3.6. Agreements for Printing, Parts Cleaning, Janitorial, and Building Maintenance Services, or for the Purchase of Goods.** 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 products, materials, goods, or supplies offered or sold to the JBE regardless of whether the product meets 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.
- 3.7. Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services.** Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov) and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the JBE.

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- 3.8. Agreements that are Federally Funded.** It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The parties may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than 30 days' notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds. Exemptions from the above requirements may be granted if the JBE can certify in writing that federal funds are available for the term of this Agreement.
- 3.9. Agreements for which Contractor Has Committed to Achieve DVBE Participation.** Contractor shall within 60 days of receiving final payment under this Agreement certify in a report to the JBE: (i) the total amount the prime Contractor received under this Agreement; (ii) the name and address of any disabled veterans business enterprise ("DVBE") that participated in the performance of this Agreement; (iii) the amount each DVBE received from the Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
- 3.10. Agreements Resulting from Competitive Solicitations.** Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the 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 the 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 the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the 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. (\*)
- 3.11. Agreements for Legal Services.** Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the value of this Agreement is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either (A) 30 multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an

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actual day basis for any period of less than a full year or (B) the number of hours equal to 10 percent of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.

- 3.12. Agreements Allowing for Reimbursement of Contractor's Costs.** Contractor must include with any request for reimbursement from the JBE a certification that the 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.
- 3.13. Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs.** Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.
- 3.14. Agreements with Contractors that Have Employees.** Contractor must maintain during the term of this Agreement workers' compensation coverage to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease.
- 3.15. Agreements that the JBE Cannot Terminate for Convenience.** The JBE's obligations under this Agreement are subject to the availability of applicable funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, for lack of appropriation of funds. Upon termination, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

***END OF APPENDIX***