



**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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**REQUEST FOR PROPOSAL**

**STATEWIDE ACCESS SYSTEMS, VIDEO SURVEILLANCE  
SYSTEMS, AND MAINTENANCE PROGRAM**

**RFP NUMBER: ERS-041007**

**PROPOSALS DUE BY  
DATE AND TIME NOTED IN SECTION 2.1**

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## **I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT**

### **1.1 Issuing Body and Coordinated Procurement**

The Judicial Council of California (“Council”), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts is the staff agency for the Council and assists both the Council and its chair in performing their duties.

This Request for Proposal (“RFP”) is being issued by the Judicial Council of California, Administrative office of the Courts (“AOC”) on behalf of the Administrative Office of the Courts, the 58 Superior Courts of California, and the California Appellate Courts, which includes the Supreme Court of California (individually referred to as a member of the “Purchasing Group”).

### **1.2 RFP Layout and Sections**

This RFP is laid out in sections as follows:

1. Introduction – Summary of the Intended Procurement
2. Procurement and Evaluation Process
3. Proposal Format and Content
4. Specifications
5. General Conditions
6. Disabled Veterans Business Enterprise Participation Goals
7. Attachments

### **1.3 Project Overview**

The AOC is requesting proposals from highly qualified vendors with expertise in providing and installing access systems, video surveillance systems, and providing maintenance services for this equipment on a statewide basis. Vendors may elect to team with distributors or other vendors to meet the requirements of this RFP.

The AOC intends to award one or more Master Agreements (“**Master Agreement**”), for an initial two (2) year term and three (3) one-year options to renew to a vendor or vendors that is able to supply the members of the Purchasing Group throughout California with an unknown quantity of access systems, video surveillance systems, and maintenance services, as further described in Section IV of this RFP. The AOC may elect to make an award to multiple vendors based on product and/or service specific awards if it is in the AOC’s best interest to do so. The AOC reserves the right to make only one award, multiple awards or to reject any or all

proposals submitted in response to this RFP in whole or in part. The AOC further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

Members of the Purchasing Group may elect, but are not required, to purchase access systems, video surveillance systems, and maintenance services from any Master Agreement or Agreements that result from this RFP.

## II. PROCUREMENT AND EVALUATION PROCESS

### 2.1 Procurement Schedule and General Instructions

The AOC has developed the following list of key events from RFP issuance through notice of contract award. All deadlines are subject to change at the AOC's discretion.

	<b><u>KEY EVENTS</u></b>	<b><u>KEY DATES</u></b>
1	Issue RFP	April 11, 2007
2	Deadline for proposers to register for Pre-Proposal Conference.	April 17, 2007
3	Pre-Proposal Conference	April 20, 2007 (Pacific Time)
4	Deadline for Proposer Requests for Questions, Clarifications or Modifications	April 24, 2007, 1 p.m. (Pacific Time)
6	AOC posts Addendum for Answers, Clarifications or Modifications	April 26, 2007
7	Proposal Due Date and Time	May 2, 2007, 1 p.m. (Pacific Time)
8	Potential Interviews and Demonstrations	Week of May 7th
9	Notice of Intent to Award (estimated)	Week of May 14st
10	Negotiations (estimated)	Week of May 21st
11	Notice of Award (estimated)	Week of May 28th

The RFP and any addenda that may be issued will be available on the following website, referred to as "AOC website": [www.courtinfo.ca.gov/reference/rfp/](http://www.courtinfo.ca.gov/reference/rfp/).

All questions and requests for clarification must be submitted as instructed in Section 2.3.1 by email to the Solicitation Mailbox indicated below:

[TCSolicitation@jud.ca.gov](mailto:TCSolicitation@jud.ca.gov)

#### 2.1.1 Contact Information

Submittal Contact: Nadine McFadden  
 Judicial Council of California  
 Administrative Office of the Courts  
 455 Golden Gate Avenue, 7th Floor  
 San Francisco, CA 94102-3660

#### 2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to this solicitation document will become the property of the AOC. One copy of a submitted proposal will be retained for official files and become a public record. **Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.**

Even though the Public Records Act (PRA) does not apply to the AOC, the AOC's policy is to look to the PRA for guidance in responding to requests for documents. If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

### **2.1.3 Proposal Preparation and Product Demonstration Costs**

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the AOC to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the AOC, participating in any selection interviews or product demonstrations, or participating in this procurement.

## **2.2 Pre-Proposal Conference**

A pre-proposal conference will be held on the date and time indicated in the Key Events Table in [Section 2.1](#). Proposers are invited to attend in person at 455 Golden Gate Avenue (room number to be provided at the time proposer registers for the pre-proposal conference), San Francisco California, 94102 or via teleconference (number to be announced at the time proposer registers for the pre-proposal conference).

The pre-proposal conference will serve to clarify the requirements of this RFP. It is the proposer's responsibility to become familiar with all information necessary to prepare a proposal. Although participation is not required, vendors planning to submit proposals are strongly encouraged to register for and attend the conference (in person or via conference call).

Proposers planning to attend the conference must contact [tcsolicitation@jud.ca.gov](mailto:tcsolicitation@jud.ca.gov) by the date specified in the Key Events Table in [Section 2.1](#) to register, indicate if they will attend in person or remotely (via conference call) and request conference information.

## **2.3 Pre-Submittal Process**

### **2.3.1 Request for Clarifications or Modifications**

Vendors interested in responding to this solicitation may submit questions by email only on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in [Section V](#). If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change.

All questions and requests must be submitted by email to the Solicitation Mailbox identified in Section 2.1 no later than the date specified in Section 2.1. Questions or requests submitted after the due date will not be answered.

All email submissions sent to the Solicitation Mailbox **MUST** contain the RFP number and other appropriate identifying information in the email subject line. In the body of the email, always include paragraph numbers whenever references are made to content of this RFP. Failure to include the RFP number as well as other sufficient identifying information in the email subject line may result in the AOC taking no action on a vendor's email submission.

Without disclosing the source of the question or request, the AOC will provide a copy of the questions to potential proposers or, if appropriate, post a copy of the questions and the AOC's responses on the AOC website.

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

### **2.3.2 Ambiguity, Discrepancies, Omissions**

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately submit an email to the Solicitation Mailbox listed in Section 2.1 and provide written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting the addendum on the AOC website.

All email submissions sent to the Solicitation Mailbox **MUST** contain the RFP number and other appropriate identifying information in the email subject line. In the body of the e-mail, always include paragraph numbers whenever references are made to content of this RFP. Failure to include the RFP number as well as other sufficient identifying information in the email subject line may result in the AOC taking no action on a vendor's email submission.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **2.3.3 Contact with Purchasing Group**

Vendors are specifically directed **NOT** to contact any Purchasing Group personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. The AOC's intent for this solicitation is to ensure



that all proposers have the same information when creating their proposals. Unauthorized contact with any Purchasing Group personnel or consultants may be cause for rejection of the vendor's response.

#### **2.3.4 RFP Addenda**

The AOC may modify this solicitation document prior to the date fixed for submission of proposals by posting an addendum on the AOC website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must submit an email to the Solicitation Mailbox identified in Section 2.1 and provide written notice of the problem no later than three (3) business days following the date the addendum was provided or posted.

Proposer's prices shall reflect all addenda issued by the AOC. Failure to do so will permit the AOC to interpret the proposal to include all addenda issued in any resulting Master Agreement.

### **2.4 Submission of Proposals**

#### **2.4.1 Proposal Delivery**

The following must be received no later than the Proposal Due Date and time specified in Section 2.1 (the "Proposal Closing Time") at the address listed in Section 2.1.1 for the Submittal Contact:

- a. Hardcopies:
  - (i) One unbound original of the pricing proposal together with Attachment E (DVBE Participation Form) and one separate unbound original of the technical proposal (this includes all other proposal documents).
  - (ii) Five (5) bound copies of the pricing proposal together with Attachment E (DVBE Participation Form) and five (5) separate bound copies of the technical proposal;
- b. Electronic Formatted Copies:
  - (i) One electronic formatted copy with the pricing proposal, including Attachment D (Pricing Sheets) in Excel format, together with Attachment E (DVBE Participation Form) in MS Word format.
  - (ii) One electronic formatted copy of the technical proposal (this includes all other proposal documents) in MS document format.

All proposals (hardcopy and electronic) must be submitted with: (1) the pricing proposal, including Attachment E (DVBE Participation Form), in one sealed envelope marked with "Pricing Proposal and DVBE Participation Form"; and (2) the technical proposal placed in a separate sealed envelope marked with "Technical Proposal." Each envelope must also be marked with the proposer's name. The two envelopes should then be placed in a single outside envelope. The outside envelope must be sealed and clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer's name.

**The hard copies and electronic copies of the technical proposal must not include any pricing information.** Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Closing Time. Late proposals will not be considered.

All proposals must be delivered via U.S. Mail, express mail carrier, or hand delivery only. A receipt should be requested for hand delivered material.

The proposer is solely responsible for ensuring that the full proposal is received by the AOC in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The AOC shall not be responsible for any delays in mail or by express mail carriers or by transmission errors or delays or missed delivery.

#### **2.4.2 Amendment or Withdrawal of Proposals**

A vendor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing and received by the AOC prior to the Proposal Closing Time.

A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Submittal Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner, oral or written, will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

#### **2.4.3 Mistake in Proposal**

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the proposal. It shall be solely within the AOC's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the AOC may consider permitting withdrawal of specific line item(s) or combination of items.

#### **2.4.4 Error in Submitted Proposals**

If an error is discovered in a vendor's proposal, the AOC may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The AOC may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the AOC will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the AOC may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the “extension” price by the item quantity.

#### **2.4.5 Vendor Information, Authorized Signatures, Validity Period of Proposals**

Proposals must include the vendor name, address, telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, and telephone number of the individual who is the proposer’s designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in Section 2.1 (“Proposal Validity Date”). In the event a final contract has not been awarded by the date specified in Section 2.1, the AOC reserves the right to negotiate extensions to the Proposal Validity Date.

#### **2.4.6 Knowledge of Requirements**

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer’s sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any AOC issued clarifications, modifications, amendments, or addenda. The AOC will provide notice to prospective proposers or, if identified in Section 2.1, post addenda and clarifications to the AOC website; however, it is the proposer’s responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

#### **2.4.7 Independence of Proposal and Joint Proposals**

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The AOC assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

#### **2.4.8 Covenant Against Gratuities**

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any Purchasing Group member with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach

or violation of this warranty, the AOC will have the right to terminate any resulting contract in whole or in part. The right 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 resulting contract.

## **2.5 Overview of Evaluation Process**

### **2.5.1 Evaluation Committee**

The AOC will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and screen all proposals submitted, except for the pricing proposals, according to the minimum qualifications set forth in Section 2.6.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.7. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the pricing proposal. Thereafter, the pricing proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

### **2.5.2 Reservation of Rights**

The AOC, in its complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 2.6, or have not scored adequately in relation to other proposals to warrant further consideration. The AOC reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

The AOC’s waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the AOC may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the AOC may consider the proposer’s restriction and evaluate whether the award on such basis will result in the best value to the AOC or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The AOC reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no

contract is reached, the AOC can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the AOC reserves the right to reconsider any proposal submitted at any phase of the procurement prior to a contract being issued. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the AOC regarding a requirement of the solicitation document.

### **2.5.3 Evaluation of Pricing Sheets**

Pricing sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the pricing sheets must be clearly legible and must be type written. No erasures are permitted. Errors may be crossed out and corrections typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the pricing sheets and there is a discrepancy in the printed pricing sheets and the electronic copy, the pricing on the printed pricing sheets will be evaluated.

Where more than one line item is specified in the solicitation, the AOC reserves the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

### **2.5.4 Cash Discounts**

The AOC encourages proposers to offer cash discounts for prompt payment however, unless provided elsewhere in the solicitation cash discounts offered by proposers for the prompt payment of invoices will not be considered in evaluating offers to determine the successful proposer for award of any resulting contract.

### **2.5.5 Requests for Additional Information and Product Demonstration**

The AOC reserves the right to seek clarification or additional information from any proposer throughout the solicitation process, including a demonstration of the equipment proposed. The AOC may require a proposer's representative to answer questions during the evaluation process with regard to the vendor's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

If the Evaluation Committee requests a demonstration of the proposed equipment, the demonstration will be arranged by the vendor at a site that is agreeable to the AOC. The demonstration may include a demonstration of the equipment at a customer site (vendor's customer).

**2.6 Minimum Qualifications**

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table. Minimum requirements can be met by combining experience, expertise and resources of vendor and any proposed subcontractors.

<b>Minimum Qualifications</b>	
1	5 or more years experience working with and supplying equipment and services similar to that specified in this RFP to public sector customers.
2	Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference <u>Attachment C</u> , Vendor Certification Form).

The proposer must state specifically in its Executive Summary (see Section III) how it complies with each minimum qualification specified above. Subject to the AOC’s right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

**2.7 Evaluation Criteria**

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the AOC and members of the Purchasing Group. The evaluation will be based upon the following criteria, listed in order of descending priority.

- a. Maintenance services: including response times to Purchasing Group member facilities; ability to perform maintenance services at any Purchasing Group member facility and at multiple facilities simultaneously; and spare parts availability
- b. Cost/pricing factors of installation services.
- c. Product quality.
- d. Installation warranty terms and conditions.
- e. Installation services.
- f. Product availability.
- g. Training services.

Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to pricing, the AOC reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

## **2.8 Interviews, Product Demonstrations and Negotiations**

### **2.8.1 Interviews and Product Demonstrations**

Following the initial screening of proposals, the AOC reserves the right to require, and each proposer must be prepared to conduct, product demonstrations, oral presentations and other discussions (written or verbal) on the content of its proposal, as discussed in Section 2.5.5. If the AOC determines that product demonstrations, interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the product demonstration, interview or presentation. Proposers will be responsible for all costs related to the product demonstration, interview or presentation, which, at the AOC's sole discretion, may be in-person and/or by teleconference. Failure to participate in such product demonstration, interviews or presentations or within the timeframe requested by the AOC may result in a proposer's disqualification from further consideration.

### **2.8.2 Negotiations**

If the AOC desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the AOC enters into negotiations and no contract is reached, the AOC can negotiate with the other proposers or make no award under this RFP. The AOC reserves the right to award a contract, if any, without negotiations.

### **2.8.3 Payment**

Payment terms will be in accordance with the payment provisions of Attachment A, Master Agreement Terms and Conditions. NEITHER THE AOC NOR MEMBERS OF THE PURCHASING GROUP MAKE ANY ADVANCE PAYMENTS FOR GOODS OR SERVICES, EXCEPT FOR ANNUAL MAINTENANCE AGREEMENTS.

### **2.8.4 News Releases**

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a vendor without the prior written approval of the AOC's Business Services Manager.

## **2.9 Award of Contract**

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Master Agreement in accordance with the Specifications in Section IV and the General Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award. The period for execution of the Master Agreement may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

## **2.10 Protest Procedures**

### **2.10.1 General**

**Failure of proposer to comply with the protest procedures set forth in this Section 2.10, will render a protest inadequate and untimely, and will result in rejection of the protest.** In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

### **2.10.2 Prior to Submission of Proposal**

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time.

The protestor will have exhausted all administrative remedies specified in Section 2.3.1, Section 2.3.2 and Section 2.3.4, and this section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

### **2.10.3 After Award**

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

### **2.10.4 Form of Protest**

A vendor who is qualified to protest should submit the protest to the Submittal Contact at the address noted in Section 2.1.1.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.



- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

#### **2.10.5 Determination of Protest Submitted Prior to Submission of Proposal**

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC's Contracting Officer will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the AOC may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

#### **2.10.6 Determination of Protest Submitted After Submission of Proposal**

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

#### **2.10.7 Appeals Process**

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Business Services Manager at the address noted in Section 2.1.1 within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

- a. Facts and/or information related to the protest, as previously submitted, that was not available at the time the protest was originally submitted;
- b. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. The decision of the Contracting Officer was in error of law or regulation.

The request for appeal shall include:

- a. The name, address telephone and facsimile numbers of the vendor filing the appeal or their representative;
- b. A copy of the Contracting Officer's decision;
- c. The legal and factual basis for the appeal; and
- d. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Business Services Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Business Services Officer shall constitute the AOC's final action.

### **2.10.8 Protest Remedies**

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s). The AOC may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-compete the contract;
- c. Issue a new solicitation document;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

### **III. PROPOSAL FORMAT AND CONTENT**

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Proposals should clearly cover all requested information. Links to web sites are not acceptable. **Expensive bindings, color displays, and the like are not necessary or desired.** Emphasis should be placed on conformity to the AOC's instructions, requirements of this solicitation and the completeness and clarity of content. The proposal should include an Executive Summary that demonstrates the vendor's understanding of the requirements and provides a "high level" general overview of how the vendor proposes to provide the products and services of this RFP, including a statement regarding minimum qualifications as required in Section 2.6.

#### **3.1 Pricing (Price Proposal)**

##### **3.1.1 Government Rates**

It is expected that all vendors responding to this solicitation will offer the vendor's government or comparable favorite rates or the best government pricing that is available (e.g., GSA).

##### **3.1.2 Pricing and Price Adjustments**

Vendor must submit pricing as required by Attachment D (Pricing Sheets). Pricing shall include all anticipated charges, including, but not limited to: cost of materials and product, installation, training, all applicable taxes, overhead, profit, and cost of providing insurance as required in Attachment A (Master Agreement Terms and Conditions). Vendor must indicate if vendor requires reimbursement for travel expenses associated with installation and maintenance services. If such reimbursement is required, vendor will be reimbursed for its actual cost pursuant to Attachment A (Master Agreement Terms and Conditions).

Members of the Purchasing Group are exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any subcontractor employee's wages. Purchasing Group members will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Vendor must indicate if it collects State of California taxes on the products provided or the services rendered. All tax must be included as a separate line item on vendor's invoice.

The prices proposed in the proposer's response will be valid for a minimum of two (2) years after the Master Agreement is signed. The proposer's pricing proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to the AOC if the contract is renewed after the initial term.

#### **3.2 Technical Proposal**

##### **3.2.1 Product Quality**

The AOC may evaluate the quality of a vendor's products submitted in its proposal through a demonstration of all products that meet the specifications described in Section IV of this RFP, as determined by the AOC.

### **3.2.2 Warranty Policy and Duration**

Vendor shall describe the warranty in terms of coverage, terms and conditions and duration for all installation work purchased under any agreement that may result from this RFP.

### **3.2.3 Maintenance Services and Spare Parts Availability**

The vendor shall describe its onsite maintenance services (maintenance contract plans and time and materials maintenance), as specified in Section 4.1.2.1.3, as well as submit its terms and conditions for maintenance services. In addition, vendor shall describe its ability to begin performing any maintenance work at any Purchasing Group member facility or at any multiple facilities simultaneously within twenty-four (24) hours of receiving a service request.

The vendor shall describe what percentage of its spare parts inventory is typically in stock and available for any requested maintenance work to be performed for any Purchasing Group member within 24 hours of vendor's repair technician determining a need for such parts. The vendor shall also describe what the average lead time is for those remaining spare parts which are not typically in stock and available within 24 hours.

### **3.2.4 Product Availability**

The vendor shall describe its access to products and ability to fill a large number of orders, including installation services, within three (3) months of contract award.

### **3.2.5 Installation Services**

The vendor shall include a description of its installation process and qualifications of available personnel, including factory authorized certifications, to perform installation services, including functionality tests that are performed and timing requirements, as required in Section 4.1.5.

### **3.2.6 Training Services**

The vendor shall describe what services it provides to train Purchasing Group member staff on the safe and effective operation of all equipment ordered under a contract that may result from this RFP as well as the qualifications of available vendor personnel who will perform the training services. The vendor shall also indicate when training typically occurs after installation of ordered equipment.

## **3.3 Company Information**

Although not part of the evaluation criteria, the following information will also be submitted:

- a. A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable.
- b. Total number of years in business.
- c. Number of years providing products and services similar in size and scope to those requested in this RFP

- d. Annual contract value of the vendor's three (3) largest contracts for similar products and services in the past three (3) years. Percent of turnover of service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products and services described in this RFP (e.g., Account Manager, Installation, Maintenance, and Customer Service personnel, etc.).
- e. If subcontractors are proposed for this RFP, describe the products or services provided by the subcontractor(s) and the vendor's contract management process for subcontractors included in the vendor's proposal.
- f. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the AOC. These financial statements must be submitted in a separate volume pursuant to Section 2.1.2.
- g. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions and initial public offerings (IPO's).
- h. A completed Attachment F, Request for Taxpayer Identification Number and Certification form.

### **3.4 Methodology**

#### **3.4.1 Program Implementation**

Vendor shall provide a project plan that describes how the vendor intends to implement the program. Specifically, the vendor shall provide the following information regarding methodologies and organization:

- a. Account Team structure and role;
- b. Program Evaluation (on time installation, customer satisfaction, issue resolution).

#### **3.4.2 Ordering Process**

Describe the process to establish an account for the AOC to purchase goods or services on behalf of any Purchasing Group member under any Master Agreement that may result from this RFP and individual members of the Purchasing Group that may elect to purchase goods or services directly from vendor.

Describe the ordering process and the various options available (e.g., Internet access, telephonic, facsimile, etc.), including the ordering and acknowledgement requirements (as required in Section 4.1.3.)

#### **3.4.3 Customer Service**

Describe the level of customer service that will be provided, including hours of operation, procedures that will ensure consistency, and problem escalation and resolution. The description should include, but is not limited to:

- a. Telephone customer service and onsite service organizational structure;
- b. Contact process (phone, email, fax, etc.);
- c. Follow up process;
- d. Internal procedures to track customer service contact and resolution;

- e. Escalation process to resolve outstanding customer service and maintenance issues; and
- f. Remedies for not meeting the committed response time for a member of the Purchasing Group.

#### **3.4.4 Reports**

Vendor shall describe its capabilities to provide quarterly reports, including manufacturer discontinued reports, as required in Section 4.1.6.

### **3.5 Master Agreement Terms and Conditions**

#### **3.5.1 Acceptance of General Conditions**

The proposal must state that vendor accepts the attached General Conditions in Section V or identify any exceptions to those terms. For any exceptions, vendor must submit a “redlined” version of the term or condition, showing all suggested modifications and explaining the request. The vendor’s acceptance of the Terms and Conditions, with minor clarifications, will be an affirmative factor in the evaluation of the vendor’s proposal. Absent exceptions, the vendor is presumed to have accepted all Master Agreement Terms and Conditions

#### **3.5.2 Supplemental and Alternate Terms and Conditions**

Vendor must submit any supplemental or alternate terms and conditions that may be applicable. Although the AOC will consider supplemental or alternate language proposed by a vendor, the AOC will not be bound by contract language received as part of a prospective vendor’s response. If the proposer requires that the AOC be bound by some or all of the vendor’s proposed contract language, the proposal may be considered non-responsive and may be rejected.

### **3.6 Proposal Submittal Requirements**

The vendor must complete and submit to the AOC all of the following proposal documents, with each page numbered, and in the **exact** following order. Failure to submit all of the following documents may result in rejection of the proposal.

#### **3.6.1 Technical Proposal**

- a. Executive Summary;
- b. Table of Contents – itemizing sections of the vendor’s response, including required proposal documents and their respective page numbers;
- c. Proposal validity period and authorized signature, as required in Section 2.4.5;
- d. Response to Sections 3.2 through 3.4.4, including submittal of terms and conditions for maintenance services, as required in Section 3.2.3;
- e. Indication of Acceptance of Terms and Conditions and submittal of Supplemental Terms and Conditions, as required in Section 3.5.1 and Section 3.5.2;
- f. Vendor Certification Form – Attachment C; and
- g. Request for Taxpayer Identification Number and Certification Form - Attachment F.

**3.6.2 Pricing Proposal and DVBE Participation Form**

- a. Pricing Proposal – (in accordance with Section 3.1); and
- b. DVBE Participation Form – Attachment E.

## IV. SPECIFICATIONS

### 4.1 Description of Products and Services to be Provided

#### 4.1.1 General Description

Members of the Purchasing Group may order access systems, video surveillance systems and maintenance services under a Master Agreement(s) that may result from this RFP by placing an individual order via a Work Order.

The term “Work Order” refers to an ordering document used by an individual member of the Purchasing Group to place an order or the AOC to place orders on behalf of any Purchasing Group member for access systems, video surveillance systems, and maintenance services under a Master Agreement that is awarded as a result of this RFP.

All access systems and video surveillance systems ordered under a Master Agreement that may be awarded as a result of this RFP must be new and pricing shall be in accordance with the following GSA schedules and shall not exceed the dollar amounts of these schedules:

Video Surveillance Systems—GSA 58 1; Pelco or equivalent manufacturer.

GSA website link for Pelco:

[www.gsaadvantage.gov/advgsa/advantage/main/start\\_page.do](http://www.gsaadvantage.gov/advgsa/advantage/main/start_page.do)

Keyword: Pelco

Access Control Systems—GSA 246 35 1; Kantech, DSX or equivalent manufacturer.

GSA website link for Kantech:

[www.gsaadvantage.gov/advgsa/advantage/main/start\\_page.do](http://www.gsaadvantage.gov/advgsa/advantage/main/start_page.do)

Keyword: Kantech

GSA website link for DSX:

[www.gsaadvantage.gov/advgsa/advantage/main/start\\_page.do](http://www.gsaadvantage.gov/advgsa/advantage/main/start_page.do)

Keyword: DSX

**All copies of software licenses and software tools must remain with the Purchasing Group member receiving any related goods or services from the vendor.**

#### 4.1.2 Specifications for Access Systems, Video Surveillance Systems, & Maintenance Services

##### 4.1.2.1 General Requirements

##### 4.1.2.1.1 Video Surveillance Systems

Video Surveillance System equipment may include, but is not limited to, the following:

Analog—CCTV (Pelco products or equivalent manufacturer)

- a. Fixed internal color camera with lens;



- b. Pan, tilt, zoom internal color camera with lens;
- c. Fixed external color cameras with lens;
- d. Pan, tilt, zoom external color camera with lens;
- e. Sequential switcher;
- f. Console station with desktop and mounts for two (2), four (4), and six (6) – 17” color, flat-screen monitors;
- g. DVR recording in four (4), eight (8), and 16-Channel camera configurations with the ability to retain seven (7) days of recorded video at each site, Networkable / CD-RW/DVD-RW/Motion Detection;
- h. All materials, including but not limited to building code compliant, riser/plenum rated conduit, wiring, coax, and connectors for a fully functioning CCTV system;

Digital—IP (Pelco Endura System or equivalent manufacturer)

- a. IP security cameras with embedded web-server, 1/4” optical format, and RGB color filter array micro-lens or the ability to take existing cameras into a Network Video Recording (NVR) with an addition of an Endura Encoder module;
- b. Linux based network video recorder with the ability to retain seven (7) days of recorded video at a minimum of 15 frames per second. Storage capability should be expandable for future changes.
- c. NVR client-server application capable of supporting multi-user, multi-level, multi-camera, and multi-site environments with live view, record, and playback to any number of authorized users;

Peripherals

- a. External weather-proof camera housing and mounting suitable for protecting this equipment from all weather conditions found at any Purchasing Group member facility. Such weather conditions include, but are not limited to, extreme hot and cold temperatures and snow and rain, housing should be vandal protected.
- b. Internal camera domes;
- c. Training necessary to familiarize court employees with equipment operations; and

Onsite Warranty

Onsite warranty on parts and installation for a minimum of three (3) years from the installation date for all items in Section 4.1.2.1.1.

#### **4.1.2.1.2 Access Systems**

DSX or Kantech (Tyco) equipment manufacturer or equivalent.

Access System equipment may include, but is not limited to, the following:

- a. Proximity card readers with modern styling, as flush to wall as possible, with quick connect terminal blocks and two-color LED lighting;
- b. Weather-proof external proximity readers, with digital processing features and a minimum reading range of 2 inches;
- c. System capacity for 200, 400, 600, and 800 proximity cards;
- d. Stand-alone computer, monitor, and power supply, with operating system necessary to assign access levels, authenticate and delete cards/users, run reports, and overall administration of the proximity card system;
- e. The operating system should allow for effortless back-ups;
- f. The operating system should have an intuitive user interface;
- g. Single workstation able to operate up to 110 doors, with the ability to increase to multiple work stations if necessary;
- h. A minimum of three security software user-levels;
- i. System should be able to integrate with external alarm panels, CCTV system, and door locking management tools if necessary;
- j. Exit door panic alarm hardware;
- k. Door controllers and striker locks;
- l. Ability to add exit control buttons and exit door detection devices;
- m. All materials, including but not limited to low voltage wiring, computer programming and electrical work, necessary for a fully functioning access system;
- n. Door replacement as necessary;
- o. Installation should include any paint and trim replacement as required;
- p. Installations may require the replacement of doors and other trim as required;
- q. Set-up and installation of a fully functioning system;
- r. Training for court personnel on operating and maintaining the system; and
- s. Onsite warranty on parts and installation for a minimum of three (3) years from the installation date for all items listed in Section 4.1.2.1.2.

#### **4.1.2.1.3 Onsite Maintenance Services**

The vendor must offer the following onsite maintenance services:

- a. Maintenance contract for a minimum of three (3), one-year periods after expiration of warranty period.
- b. Time and materials service option.
- c. Ability to begin performing any maintenance work at any

Purchasing Group member facility or at any multiple facilities simultaneously within twenty-four (24) hours of receiving a service request.

#### **4.1.2.2 Certifications and Verifications**

All products offered for sale by the vendor to the Purchasing Group under any resulting contract from this RFP must be compliant with all standards and regulations as set forth by all federal agencies and state and local governmental entities. All installations and materials shall meet state and local building codes, as well as California fire and safety codes.

#### **4.1.2.3 Guarantee**

All equipment shall be guaranteed to be new and to perform to the manufacturer's specifications and vendor shall warrant the equipment against defects in installation, materials, and workmanship.

#### **4.1.3 Ordering Process**

Vendor will establish a customer account with the AOC for placing orders on behalf of any Purchasing Group member under any Master Agreement that may result from this RFP and an individual account for any member of the Purchasing Group that elects to place an order directly from the vendor..

Vendor will provide the AOC with the total cost and lead time required for the product(s) ordered. The total cost will itemize the cost of the products and installation. Vendor will coordinate the installation dates with the AOC prior to finalizing the order. Vendor will provide the AOC with an immediate acknowledgement of the order. The acknowledgement will be submitted by facsimile or email, regardless of what method is used to place the order, and will include: the products and services ordered, installation dates, and contact information. If an individual member of the Purchasing Group is ordering directly from the vendor, the vendor will provide the same information to the Purchasing Group member and use the same ordering process.

Vendor is required to maintain a toll-free number for ordering, inquiries, and customer service, including requests for maintenance service.

#### **4.1.4 Customer Service**

The vendor's customer service process shall ensure that all customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of maintenance and service issues. The customer service process includes, but is not limited to:

- a. Customer service organizational structure.
- b. Contact process and contact person identified by position in the company (phone, email, fax, etc.).
- c. Follow up process.
- d. Internal procedures to track customer service contact and resolution.

- e. Escalation process to resolve outstanding customer service issues.

#### **4.1.5 Installation**

All products ordered under any resulting contract from this RFP shall be completely installed and tested for functionality by the vendor. The vendor shall provide all materials, equipment, parts and labor necessary for the installation of the ordered products. The vendor shall be responsible to transport all ordered products to the end user's facility prior to installation. The end user will not be responsible for risk of loss for any materials delivered to its facility prior to the vendor completing installation of the product.

#### **4.1.6 Reports**

The AOC requires quarterly program reports that include a list of all products that are manufacturer discontinued within the current quarter or are scheduled to be manufacturer discontinued within the next twelve month period. The report shall include a proposed replacement product for any product that is manufacturer discontinued. Additionally, the quarterly report shall provide a summary of the equipment and services ordered, including the location where the equipment was installed and the total value ordered during the quarter reported. Quarterly reports must be provided to the designated AOC staff member no later than thirty (30) days after the end of each quarter and shall include purchases that are invoiced or paid for with a credit card.

#### **4.1.7 Rejection of Goods or Acceptance of Service**

If a Purchasing Group member requests maintenance service, a designated Purchasing Group member representative ("Representative") will review any completed repairs and approve by signing the vendor's service report. The designated Representative must then be given a copy of this approved vendor service report. For time and materials repairs, the vendor's invoice will not be paid unless the vendor's service report is approved by the Representative.

#### **4.1.8 Inventory**

The Purchasing Group has an ongoing requirement for the products indicated in this RFP. The vendor or vendors awarded a Master Agreement, if any, shall maintain access to a reasonable stock of such products on hand for the term of the Master Agreement. Failure to maintain access to a reasonable stock may result in termination for default of the vendor's Master Agreement.

### **4.2 Estimated Volumes**

No minimum ordering estimate is stated in this RFP. The AOC will not be required to use any Master Agreement that may result from this RFP. The AOC will make its purchasing decision based on what is in the best interest of the Purchasing Group members.

### **4.3 Procurement Process – Use of Master Agreement**

After award of a Master Agreement or Master Agreements, requests for goods and services as specified in the Master Agreement will be made by the AOC through the issuance of a Work Order.

The Work Order will reference the Master Agreement number and will list and describe all of the requested goods and services. The terms and conditions of the Master Agreement shall take precedence over the terms and conditions of any Work Order, contract, or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of the Master Agreement.

**V. GENERAL CONDITIONS**

The Master Agreement Terms and Conditions are included in this solicitation document as Attachment A, Master Agreement Terms and Conditions.

**VI. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION GOALS**

The State of California Executive Branch requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The AOC, as a policy, follows the intent of the Executive Branch program. Therefore, your response should demonstrate DVBE compliance; otherwise, if it is impossible for your company to comply, please explain why, and demonstrate written evidence of a "good faith effort" to achieve participation. Your company must complete the DVBE Compliance form and include the form with your Pricing Proposal. If your company has any questions regarding the form, you should contact the Solicitations mailbox noted in Section 2.1.1. For further information regarding DVBE resources, please contact the Office of Small Business and DVBE Certification, at 916-375-4940 or access DVBE information on the Executive Branch's Internet web site at: [www.dgs.ca.gov/default.htm](http://www.dgs.ca.gov/default.htm).

**VII. ATTACHMENTS**

Attachment A	Master Agreement Terms and Conditions
Attachment B	Purchasing Group Address List
Attachment C	Vendor Certification Form
Attachment D	Pricing Sheets
Attachment E	DVBE Participation Form
Attachment F	Request for Taxpayer Identification Number and Certification Form



**ATTACHMENT A  
MASTER AGREEMENT TERMS AND CONDITIONS**

This Master Agreement for Access Systems, Video Surveillance Systems, and Maintenance Services, including Schedule 1 - Description of Products and Services, Schedule 2 - Supplemental Terms and Conditions, Schedule 3 - Work Order Form, and Schedule 4 - Acceptance and Signoff Form, collectively referred to as “Master Agreement”, is by and between \_\_\_\_\_ with offices at \_\_\_\_\_ (“Contractor”) and the Judicial Council of California Administrative Office of the Courts (“AOC”) with offices at 455 Golden Gate Avenue, San Francisco, California.

In consideration of the mutual promises, covenants, terms and conditions set forth below, the parties hereby agree as follows:

- 1. PURPOSE:** The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor’s furnishing of access systems, video surveillance systems, and maintenance services, as requested in RFP No. ERS-041007 (“RFP”) and as further described in Schedule 1 – Description of Products and Services to members of the Purchasing Group. The “Purchasing Group” includes: the 58 Superior Courts of California (“Trial Courts”); the California Appellate Courts, including the Supreme Court of California (“Appellate Courts”); and the AOC (each of which may be individually referred to as a member of the Purchasing Group or “Customer”).
- 2. TERM:** The initial term of this Master Agreement is two (2) years, commencing on the Effective Date set forth on the Standard Agreement form with three (3), one-year options to extend the term, which options may be exercised by the AOC in its sole discretion anytime prior to the expiration of the initial term. If the AOC elects to extend the term of this Master Agreement, the AOC may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Agreement.
- 3. OBLIGATION:** This Master Agreement does not obligate the AOC or any member of the Purchasing Group to place any orders under this Master Agreement nor does it guarantee Contractor a specific volume of orders under this Master Agreement.
- 4. RELATIONSHIP OF PARTIES:** The AOC has the authority to enter into master agreements for goods and services on behalf of the Purchasing Group and to purchase goods and services on behalf of any Purchasing Group member under any master agreement that may result from the RFP.
- 5. SCOPE OF SERVICE AND PRICE:**
  - (a) Contractor shall provide access systems, video surveillance systems, and maintenance services to members of the Purchasing Group pursuant to the terms and conditions of this Master Agreement. The description and price for the access systems, video surveillance systems, and maintenance services are set forth in Schedule 1 – Description of Products and Services.
  - (b) Contractor’s prices set forth in Schedule 1 – Description of Products and Services, include all anticipated charges, including but not limited to, cost of materials and product, overhead, profits, and other costs or expenses incidental to the Contractor’s performance under this Master Agreement.
  - (c) If the Contractor requires reimbursement for travel expenses associated with installation and maintenance services, reimbursement will be in accordance with the Travel Rate Guidelines, attached hereto and made a part hereof. All travel that is to be reimbursed must be pre-approved and authorized in writing. If an individual member of the Purchasing Group has requested installation or

maintenance services, the travel must be pre-approved and authorized by the member's designated representative ("Representative"). If the AOC has requested the installation or maintenance services, on behalf of any Purchasing Group member, the travel must be pre-approved and authorized by the AOC Project Manager ("Project Manager"). Contractor must provide copies of receipts and invoices for reimbursement of such travel expenses. Contractor will not be reimbursed for travel expenses that have not been authorized in writing.

**6. INSTALLATION SERVICES:** All products ordered by an individual member of the Purchasing Group or the AOC on behalf of any Purchasing Group member that requires installation shall be completely installed and tested for functionality by Contractor. Installation and testing shall be completed as set forth in the ordering document. All costs and expenses for installation and testing shall be included in the prices set forth in Schedule 1 – Description of Products and Services. Contractor shall provide all materials, equipment, parts and labor necessary for the installation of the ordered products. Contractor shall transport all ordered products to the end user's facility prior to installation. The end user will not be responsible for any materials delivered to its facility prior to the vendor completing installation of the product.

**7. MAINTENANCE SERVICES:** If the AOC or an individual member of the Purchasing Group orders maintenance services, such service shall be provided pursuant to the terms and conditions set forth in Schedule 2 - Supplemental Terms and Conditions.

**8. INVENTORY:** Contractor shall maintain access to a stock of products necessary to ensure prompt installation of goods ordered by AOC on behalf of any Purchasing Group member. Failure to maintain access to such a stock shall be deemed a material breach of this Master Agreement.

## **9. ORDERING**

(a) Individual members of the Purchasing Group or the AOC, on behalf of any Purchasing Group member, may place individual orders for access systems, video surveillance systems, and maintenance services provided pursuant to this Master Agreement. Orders will be placed by issuing a Work Order, substantially in the form of Schedule 3 – Work Order Form, to Contractor and may be placed by telephone, facsimile or through Contractor's designated Internet site. The terms and conditions of this Master Agreement No. \_\_\_\_\_ are applicable to all orders, regardless of the ordering document or the ordering process selected.

(b) The AOC Project Manager will be responsible for the acceptance of all products and services ordered by the AOC on behalf of any Purchasing Group member and the AOC will be responsible for their payment pursuant to the terms and conditions set forth in this Master Agreement.

(c) Individual Purchasing Group members will be responsible for the acceptance of all products and services that the member orders directly from Contractor and the individual Purchasing Group member will be responsible for their payment pursuant to the terms and conditions set forth in this Master Agreement.

(d) After the AOC has issued an order on behalf of any Purchasing Group member, Contractor shall provide the Project Manager with the total cost and lead time required for the products and services ordered. The total cost will itemize the cost of the product and installation cost. Contractor shall coordinate the installation date(s) with the Project Manager prior to finalizing the order and include a schedule for completion of installation and testing on the order. Contractor shall provide the Project Manager with an immediate acknowledgement of the order. The acknowledgement will be submitted by facsimile or email, regardless of what method is used to place the order, and will include: the products and services ordered, installation dates, and contact information. The order is not binding until Contractor provides acknowledgement of the order to the Project Manager, including the products and

services ordered, installation dates, and contact information. If an individual member of the Purchasing Group is ordering directly from Contractor, Contractor will provide the same information to the Purchasing Group member and use the same ordering process.

(e) Contractor shall maintain a toll-free number for ordering, inquiries, and customer service, including requests for maintenance service.

## **10. CHANGES IN WORK; STOP WORK**

### **(a) Changes in Work.**

1. The Customer placing the order reserves the right to require Contractor to make changes in the requested work, including changes to an individual Work Order, which may include additions, deletions, or modifications to the work, or changes in the timing or level of effort for the work.

2. For any change proposed by the AOC or an individual Customer, Contractor will submit in writing, to the party requesting the change: (i) a description of the proposed change and the reasons for the change; (ii) a summary of the total compensation to be paid to Contractor with a breakdown of tasks and costs, including any reduction in the work or costs resulting from the change; and (iii) a statement of the expected impact on schedule.

3. If the Customer requesting the change and Contractor agree on a change, the Customer will issue a written amendment to the Work Order documenting the change, for the parties' execution.

4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with the work unless otherwise directed by the Customer, and any continuing disagreement will follow the process set forth in paragraph 11, Dispute Resolution. Contractor should not proceed with any change prior to receiving a written directive or written amendment from the Customer. All costs for changes performed by the Contractor without prior written approval will be at the Contractor's sole risk and expense.

### **(b) Stop Work:**

1. The Customer placing the order may, at any time, by delivery of a written stop work order ("Stop Work Order") to Contractor, require Contractor to stop any or all of the requested work, for a maximum of ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may mutually agree.

2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred during the applicable Stop Work period. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the party initiating the Stop Work Order will either cancel the Stop Work Order or terminate the Work, as provided in paragraph 23 (Termination).

3. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume work. The party initiating the Stop Work Order may make an equitable adjustment in the installation schedule, the Work Order amount, or both, if (i) the Stop Work Order increases Contractor's costs or the time required for performance; and (ii) Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the applicable Stop Work period.

4. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated other than for cause, the party initiating the Stop Work Order may allow reasonable costs resulting from the Stop Work Order.

5. Neither the AOC or any member of the Purchasing Group will be liable to Contractor for loss of profits because of any Stop Work Order.

## **11. DISPUTE RESOLUTION**

All parties will attempt, in good faith, to resolve any disputes informally. The Contractor will meet with the AOC Project Manager, or other designated representative, and/or the individual Purchasing Group member representative to discuss the matter and any actions necessary to resolve a dispute.

(a) Escalation:

1. If a dispute remains unresolved following the issue of a written notice by either party, each party's Chief Executive Officer ("CEO") or designated representative will meet to exchange information and attempt resolution within fifteen (15) days of the effective date of such notice.

2. If the matter is not resolved as set forth in paragraph 11.a.1, the aggrieved party will submit a second written notice which will: (i) provide detailed factual information; (ii) identify the specific provisions in the Master Agreement on which any demand is based; (iii) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and (iv) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

3. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen (15) days after receipt of a written request, unless otherwise agreed.

(b) Confidentiality During Dispute Resolution: All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

(c) Performance During Dispute Resolution: Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the work, including work associated with the dispute, unless otherwise directed. Contractor's failure to diligently proceed in accordance with the AOC's instructions will be considered a material breach of the Master Agreement.

## **12. FORCE MAJEURE**

(a) Force Majeure events include, but are not limited to:

1. catastrophic acts of nature, or public enemy;
2. civil disorder;
3. fire or other casualty for which a party is not responsible; and
4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide written notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

(b) Any assertion of a Force Majeure event by Contractor's subcontractors will be attributed to Contractor.

## **13. PRODUCT AND SERVICES WARRANTIES**

(a) All goods provided hereunder shall be new and will perform to the manufacturer's specifications, and shall be warranted against defects in material and workmanship. Contractor shall pass through all manufacturer supplied end-user warranties to end user on all goods provided pursuant to this Master Agreement.

(b) Contractor further warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

(c) Contractor represents and warrants that it has obtained from the manufacturers of all goods provided hereunder, and has the authority to and will assign or pass through to the end user of such goods, the following representations and warranties: that the manufacturers will at its own expense defend, indemnify and hold harmless Contractor, the AOC and end user from and against any claim, charge, demand, proceeding, suit, liability, loss, cost, expense, order, decree, attorneys fees, court costs, trial or appeal and judgments, including damages of any kind, resulting from, arising out of or in connection with any actual or claimed: (i) personal injury (including death), property damage or loss of any nature whatsoever alleged to have occurred as a result of the use of any of the goods covered by this Master Agreement, (ii) defect in material, workmanship or design or (iii) infringement of any patent, trademark, trade secret, or copyright by any of the goods provided hereunder.

(d) The parties agree that the AOC may transfer and assign any item in Schedule 1 - Description of Products and Services, including all warranties, rights to maintenance services, other contract rights, and other rights and duties of the AOC respecting the product or service, to any other member of the Purchasing Group, without the consent of the Contractor. Upon transfer, Contractor shall recognize the assignee/transferee member of the Purchasing Group as the Customer with respect to such product or service and afford this assignee/transferee the same rights as the AOC.

**14. SOFTWARE LICENSES AND TOOLS:** All copies of software licenses and software tools must remain with the Purchasing Group member receiving any related goods or services from Contractor.

**15. PROTECTION OF UTILITIES:** Contractor shall protect from damage public and private utilities encountered during the performance of any Work under this Master Agreement. Prior to beginning any Work, 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.

#### **16. HAZARDOUS MATERIALS**

(a) Should Contractor's personnel, during the course of a survey at a Purchasing Group member facility or during an approved installation, encounter hazardous materials (hazardous materials include asbestos, PCBs, lead, radioactive materials, explosives and other materials defined as hazardous or dangerous wastes), Contractor's installers shall not disturb such materials, but should immediately contact the Project Manager to determine an alternative installation plan that will not disturb those or other hazardous materials.

(b) If some or all of the equipment or materials being provided by Contractor are on CAL OSHA's "Hazardous Substances List," Contractor must forward a completed Materials Safety Data Sheet (MSDS) to the Project Manager.

#### **17. SCOPE OF WORK; ACCEPTANCE**

(a) Scope of Work: Contractor will perform and complete all Work described in Schedule 1 – Description of Products and Services in compliance with the requirements of this Master Agreement, and to the satisfaction of the AOC.

(b) Acceptance.

1. All work provided by Contractor under this Master Agreement is subject to written acknowledgement and acceptance by the Project Manager or a representative of the Customer placing the order ("Representative"). The Project Manager or, as appropriate, Representative will apply the acceptance criteria set forth in Schedule 4 – Acceptance and Signoff Form, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or market place standards) to determine acceptance or non-acceptance of the work.

2. The Project Manager or, as appropriate, Representative shall use Schedule 4 - Acceptance and Signoff Form to notify Contractor of acceptance or non-acceptance.

3. If the work is not acceptable, the Project Manager or, as appropriate, Representative shall detail why the work does not meet the acceptance criteria. Contractor shall have ten (10) business days from receipt of notice to correct the failure(s) and conform to the acceptance criteria. Contractor will redo or resubmit the work and the Project Manager or, as appropriate, Representative will re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this paragraph 17 until Contractor's receipt of written acceptance of such corrected work; provided, however, that if the work is rejected on at least two (2) occasions, the Project Manager, or as appropriate, Representative may terminate that portion of the applicable Work Order or this Master Agreement which relates to the rejected Work at no expense to the AOC or any member of the Purchasing Group.

(c) **Prior Work:** Prior work, performed by Contractor pursuant to AOC's authorization, but before execution of this Master Agreement, will be considered as having been performed subject to the provisions of this Master Agreement.

(d) **Non-Exclusivity:** This is a non-exclusive agreement. The AOC reserves the right to perform, or have others perform the work of this Master Agreement. The AOC reserves the right to bid the work to others or procure the work by other means.

**18. INVOICES, PAYMENT AND SETOFF:** Neither the AOC nor any member of the Purchasing Group shall have an obligation to pay for any item or work until acceptance of the work and receipt of one original and two copies of a correct invoice for the item or work. The invoice must be sent to the address shown on the Work Order. Payment is due 45 days after receipt of the invoice, unless otherwise indicated on the Work Order. Each invoice shall be printed on Contractor's standard printed bill form, and shall include at a minimum (a) the Work Order number, (b) Contractor's name and address, (c) the nature of the invoiced charge, (d) the description and quantity of goods or work provided, (e) the per unit amount charged, (f) the extended price, with taxes itemized separately and (g) each item on the invoice designated as taxable or nontaxable. Amounts owed to the AOC or a member of the Purchasing Group due to rejection of goods or services or discrepancies in said invoices will be, at the AOC's or, as appropriate, Purchasing Group member's option, fully credited against future invoices payable by the party, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment. The AOC or, as appropriate, Purchasing Group member shall have the right at any time to set off any amount owing from Contractor to the party against any amount payable by the party pursuant to any Work Order or any other transaction or occurrence.

**19. REPORTS:** The AOC requires quarterly program reports that include a list of all products that are manufacturer discontinued within the current quarter or are scheduled to be manufacturer discontinued within the next twelve month period. The report shall include a proposed replacement product for any product that is manufacturer discontinued. Additionally, the quarterly report shall provide a summary of the equipment and services ordered, including the location where the equipment was installed and the total value ordered during the quarter reported. Quarterly reports must be provided to the designated AOC staff member no later than thirty (30) days after the end of each quarter and shall include purchases that are invoiced or paid for with a credit card.

**20. AUDIT RIGHTS:** Contractor agrees to maintain records relating to performance and billing by Contractor under this Master Agreement for a period of four (4) years after final payment of any Work Order issued under this Master Agreement. During the period of time that Contractor is required to retain such records, the AOC or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

**21. CHANGES AND AMENDMENTS:** Changes or amendments to any component of the Master Agreement can be made only with prior written approval from the AOC Contract Manager (“Contract 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 Master Agreement or any subsequent Work Order due to an act of Force Majeure, although the performance period of the Master Agreement may be amended due to an act of Force Majeure. After the Contract Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Master Agreement shall be authorized via bilateral execution of a State of California Standard Agreement form.

**22. AMENDMENT; WAIVER; SEVERABILITY:** No amendment to this Master Agreement will be effective unless it is in writing and signed by Contractor and the AOC. A party’s waiver of enforcement of any of this Master Agreement’s terms or conditions will be effective only if in writing. A party’s specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

**23 TERMINATION:**

(a) The AOC may terminate this Master Agreement without cause by providing Contractor with thirty (30) days prior written notice. The AOC may terminate any Work Order if Contractor is in breach of the terms of such Work Order, including this Master Agreement, and such breach is not cured within thirty (30) days of written notice from the AOC. An individual member of the Purchasing Group placing an order under this Master Agreement may terminate its Work Order if Contractor is in breach of the terms of such Work Order or this Master Agreement, and such breach is not cured by Contractor within thirty (30) days of written notice

(b) Contractor may terminate a Work Order, with respect to the AOC and Purchasing Group if the AOC or Purchasing Group member fails to pay delinquent invoices due hereunder within thirty (30) days after receipt of written notice of delinquency.

(c) The AOC may terminate this Master Agreement for cause immediately.

(d) The AOC and Purchasing Group’s obligations under a Work Order are subject to the availability of funds authorized for the purchase. Expected or actual funding may be withdrawn, reduced, or limited prior to the fulfillment of the order. Upon written notice, the AOC or Purchasing Group member may terminate a Work Order, in whole or in part, without prejudice to any right or remedy, for lack of appropriation of funds. Upon termination, the AOC or, as appropriate, Purchasing Group member will pay Contractor for the goods or services delivered or completed prior to the termination.

**24. INDEMNITY:** CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL SATISFACTORY TO THE AOC) AND HOLD HARMLESS THE PURCHASING GROUP MEMBERS NAMED IN THIS MASTER AGREEMENT, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LOSSES, COSTS (INCLUDING REASONABLE ATTORNEYS’ FEES), LIABILITIES, DAMAGES, AND EXPENSES, INCLUDING INTEREST, PENALTIES AND SETTLEMENT AMOUNTS ENTERED INTO, IN EACH CASE WITH RESPECT TO ANY AND ALL THIRD PARTY CLAIMS CAUSED BY, ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION BY CONTRACTOR, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF CONTRACTOR AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSE IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER

LEGAL OR EQUITABLE THEORY. THIS INDEMNITY SHALL SURVIVE INSTALLATION AND ACCEPTANCE OF GOODS OR SERVICES.

**25. INFRINGEMENT INDEMNITY:** Contractor shall indemnify, defend (with counsel satisfactory to the AOC) and hold the Purchasing Group members named in this Master Agreement and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims which arise out of any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any goods or services furnished or provided by Contractor under this Master Agreement.

**26. INSURANCE:**

(a) General Insurance Requirements: Contractor will obtain and maintain the minimum insurance set forth in subparagraph (b), below. By requiring such minimum insurance, the AOC will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will 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, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of termination of the Master Agreement.

(b) Minimum Scope & Limits of Coverage: Contractor will maintain the following minimum coverage's:

1. Workers' Compensation at statutory requirements of the state of residency.
2. Employers' Liability with minimum limits of **\$1,000,000.00** for each accident.
3. Commercial General Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
4. Business Automobile Liability Insurance with minimum limits of **\$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.
5. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, and Personal Injury, Product, and Completed Operation coverage.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to, and approved by, the AOC. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to any member of the Purchasing Group and will be the sole responsibility of Contractor.

(d) Endorsements; Additional Insureds: The General Liability policy will contain, or be endorsed to contain, the following provisions:

1. Judicial Branch Entities, as defined in California Government Code section 900.3., and their respective officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor;
2. To the extent of Contractor's negligence or misconduct, Contractor's insurance coverage will be primary insurance with respect to a Judicial Branch Entity, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by a Judicial Branch Entity its



officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way;

3. Contractor's insurance will 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;

4. Contractor will provide the AOC with certificates of insurance satisfactory to the AOC, evidencing all required coverages before Contractor begins any Work, and complete copies of each policy upon the AOC's request;

5. If at any time, the foregoing policies become unsatisfactory to the AOC, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the AOC, Contractor will, upon written notice from the AOC, promptly obtain a new policy, and submit the same to the AOC, with the appropriate certificates and endorsements, for approval;

6. All of Contractor's policies will be endorsed to provide written notice to the AOC of cancellation, non-renewal, and reduction in coverage, within fifteen (15) days, mailed to the AOC's representative for notices named in this Master Agreement. Such notice will reference the relevant project, and contract number.

(e). **Waiver of Subrogation:** Contractor and its insurance carrier waive any and all rights of subrogation against a Judicial Branch Entity. This waiver will be reflected on the Certificate of Insurance, provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify the Judicial Branch Entity from all costs and liability caused by Contractor's breach.

**27. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants that:

(a) Contractor shall observe and comply with all applicable federal, state, and local laws, rules, and regulations affecting goods and services under this Master Agreement. All installations and materials shall meet state and local building codes, as well as California fire and safety codes.

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

(c) Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, Title 2, Sections 7285 et seq.

(d) Contractor and any of its subcontractors shall give written notice of the above obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(e) Contractor shall comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

(f) No gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the AOC with a view toward securing this Master Agreement or securing

favorable treatment with respect to any determinations concerning the performance of this Master Agreement. For breach or violation of this representation, the AOC has the right to terminate this Master Agreement for cause, either in whole or in part, and any loss or damage sustained by the AOC, or the Purchasing Group members named in this Master Agreement in procuring, on the open market, any items which Contactor agreed to supply, shall be borne and paid for by Contractor. The rights and remedies of the Purchasing Group provided for in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

(g) If Contractor performs any activity under this Master Agreement that falls within the definition of “public works”, Contractor shall, as required by law, pay its employees an amount not less than the prevailing rates of wage, as specified by the California State Department of Industrial Relations. Contractor shall indemnify and hold the AOC and Purchasing Group members harmless from any claims related to the payment or non-payment of such wages by the Contractor. 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.

**28. STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS:** Contractor is an independent contractor and while performing work on or off the premises of the Purchasing Group members named in this Master Agreement neither it nor any of its agents or employees shall be considered agents or employees of such Purchasing Group members. Contractor shall not subcontract or delegate its obligations under this Master Agreement without the prior written consent of the AOC.

**29. AGREEMENT ADMINISTRATION/COMMUNICATION**

(a) Under this Master Agreement, the AOC Contract Manager and Project Manager shall monitor and evaluate the Contractor's performance. All requests and communications concerning this Master Agreement shall be made through the AOC Contract Manager. Notice to the AOC must be in writing and shall be delivered to the appropriate following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Jeff Utberg, AOC Contract Manager  
Judicial Council of California  
Administrative Office of the Courts  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833-3509  
Telephone: 916-263-1779  
FAX: 916-263-5167

**AND** Malcolm Franklin, AOC Project Manager  
Judicial Council of California  
Administrative Office of the Courts  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688  
Telephone: 415-865-8830  
FAX: 415-865-8990

(b) The Project Manager’s will be the contact for each Work Order issued by the AOC. Contractor shall contact the Project Manager regarding questions on the Work Order or payment status for Work Orders issued by the AOC.

(c) The individual Purchasing Group member placing an order with Contractor will designate a representative to be the contact for each Work Order issued. Contractor shall contact the designated representative regarding questions on the Work Order or payment status for any Work Orders issued by the Purchasing Group member.

(c) Notice to Contractor must be in writing and shall be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(d) Notice is effective on receipt; however, any correctly addressed written notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable.

**30. ASSIGNMENT:** Neither party shall assign this Master Agreement, either in whole or in part, without the prior consent of the other party in the form of a written amendment signed by the AOC and Contractor. Such consent shall not be unreasonably withheld. However, the parties agree that in the event the AOC is required by law, statute, or regulation to assign this Master Agreement to another government entity for administrative or other purposes, Contractor's consent is not required. This Master Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.

**31. GOVERNING LAW, VENUE:** The formation, interpretation and performance of this Master Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Master Agreement shall be in the City and County of San Francisco.

**32. CONTRACT CONSTRUCTION:** Headings or captions to the provisions of this Master Agreement are solely for the convenience of the parties, are not part of the Master Agreement, and shall not be used to interpret or determine the validity of this Master Agreement. Any ambiguity in this Master Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Master Agreement.

**33. SURVIVAL:** Terms which shall survive any termination or expiration of this Master Agreement include, but are not limited to, Indemnity, Warranties, Infringement Indemnity, Audit Rights, and Assignment.

**34. SIGNATURE AUTHORITY:** The parties signing this Master Agreement certify that they have proper authorization to do so.

**35. ENTIRE AGREEMENT:** This Master Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof.

### **Travel Rate Guidelines**

The Purchasing Group's policy and limits on reimbursable travel-related expenses are listed below.

**Lodging** – Receipts are required and each day of lodging claimed must be listed separately. Maximum rates are listed below.

1. In-state - Actual costs are reimbursable up to a maximum of \$110 per day, plus tax and energy surcharge. Within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, the maximum rate is \$140, plus tax and energy surcharge.
2. Out-of-state – Actual costs are reimbursable with appropriate prior approval.

**Meals** – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.

1. Breakfast – Up to \$6.
2. Lunch – Up to \$10.
3. Dinner – Up to \$18.

For continuous travel of less than 24 hours, actual expenses up to the above limits may be reimbursable if:

1. Travel begins one hour before normal work hours – Breakfast may be claimed.
2. Travel ends one hour after normal work hours – Dinner may be claimed.  
Lunch may not be claimed on trips of less than 24 hours.

**Incidental Expenses** – Up to \$6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

**Transportation** – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
2. Mileage – Personal vehicle mileage is reimbursable at a rate of \$.485 per mile

**SCHEDULE 1 – DESCRIPTION OF PRODUCTS AND SERVICES**

[Schedule 1 is part of the Master Agreement and will be developed based on vendor’s proposal.]

**SCHEDULE 2 – SUPPLEMENTAL TERMS AND CONDITIONS**

[Schedule 2 includes negotiated terms and conditions applicable to vendor’s maintenance services and will be included in the final Master Agreement. The RFP requires the vendor to submit their terms and conditions applicable to their maintenance services.]

**SCHEDULE 3 – WORK ORDER FORM**

[Schedule 3 will be provided by Contractor and included in the master Agreement upon review and approval of the AOC.]

**SCHEDULE 4 - 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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Acceptance status:

- Unacceptable, as noted above.
- Substantial Completion is granted; issues to be addressed in Punch List.
- Acceptance is granted.

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

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

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

**ATTACHMENT B**  
**PURCHASING GROUP ADDRESS LIST**

**(See separate PDF file for RFP posted on AOC website)**

**ATTACHMENT C  
VENDOR CERTIFICATION FORM**

**I certify that neither \_\_\_\_\_ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this proposal.**

**I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our proposal may be disqualified.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



**VENDOR CERTIFICATION FORM (CONTINUED)**

**List of all Contracts with Government or Commercial Customers  
during the Five Years preceding Submission of this Proposal**

**ATTACHMENT D  
 PRICING SHEETS**

Requirement	Description Of Proposed Video Surveillance System	Video Surveillance System Pricing (LESS TAX)
<p><b><u>Video Surveillance System</u></b>, as described in <b><u>Section 4.1.2.1.1</u></b> of this RFP.</p>		<p><b>Installation price:</b> \$</p> <p>Indicate if reimbursable expenses are applicable. Note that <b><u>Section 3.1.2</u></b> of this RFP addresses reimbursable expenses and they must conform to <b><u>Travel Rate Guidelines in Attachment A</u></b> of this RFP.</p>
		<p><b>Training price (if applicable):</b> \$</p>
		<p><b>Other applicable items and pricing:</b> \$</p>
		<p><b>Price for one year onsite maintenance contract, as described in <u>Section 4.1.2.1.3</u> of this RFP:</b> \$</p>
		<p><b>Hourly labor rate for time and materials repairs:</b> \$</p> <p>Indicate if reimbursable expenses are applicable. Note that <b><u>Section 3.1.2</u></b> of this RFP addresses reimbursable expenses and they must conform to <b><u>Travel Rate Guidelines in Attachment A</u></b> of this RFP.</p>

Requirement	Description Of Proposed Access System	System Access Pricing (LESS TAX)
<p><b><u>Access System</u></b>, as described in <b><u>Section 4.1.2.1.2</u></b> of this RFP.</p>		<p><b>Installation price:</b> \$</p> <p><b>Indicate if reimbursable expenses are applicable. Note that <u>Section 3.1.2</u> of this RFP addresses reimbursable expenses and they must conform to <u>Travel Rate Guidelines in Attachment A</u> of this RFP.</b></p>
		<p><b>Training price (if applicable):</b> \$</p>
		<p><b>Other applicable items and pricing:</b> \$</p>
		<p><b>Price for one year onsite maintenance contract, as described in <u>Section 4.1.2.1.3</u> of this RFP:</b> \$</p>
		<p><b>Hourly labor rate for time and materials repairs:</b> \$</p> <p><b>Indicate if reimbursable expenses are applicable. Note that <u>Section 3.1.2</u> of this RFP addresses reimbursable expenses and they must conform to <u>Travel Rate Guidelines in Attachment A</u> of this RFP.</b></p>

**ATTACHMENT E  
DVBE PARTICIPATION FORM**

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

RFP Project Title: \_\_\_\_\_

RFP Number: \_\_\_\_\_

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

**Yes** \_\_\_\_\_ *(Complete Parts A & C only)*

**No** \_\_\_\_\_ *(Complete Parts B & C only)*

*"Contractor's Tier" is referred to several times below; use the following definitions for tier:*

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

**PART A – COMPLIANCE WITH DVBE GOALS**

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

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

**PRIME CONTRACTOR**

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

Nature of Work \_\_\_\_\_ Tier: \_\_\_\_\_

Percentage of Total Contract: DVBE \_\_\_\_\_%

**SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS**

1. Company Name: \_\_\_\_\_  
Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_

Percentage of Total Contract: DVBE \_\_\_\_\_%

2. Company Name: \_\_\_\_\_  
Nature of Work \_\_\_\_\_ Tier: \_\_\_\_\_

Percentage of Total Contract DVBE \_\_\_\_\_%

3. Company Name: \_\_\_\_\_  
Nature of Work \_\_\_\_\_ Tier: \_\_\_\_\_

Percentage of Total Contract DVBE \_\_\_\_\_%

GRAND TOTAL: DVBE \_\_\_\_\_%

**PART B – ESTABLISHMENT OF GOOD FAITH EFFORT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART C - CERTIFICATION** (to be completed by **ALL** Proposers)

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

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

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

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



**ATTACHMENT F  
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**

**(See separate PDF file for RFP posted on AOC website)**