



REQUEST FOR PROPOSALS

ADMINISTRATIVE OFFICE OF THE COURTS (AOC)

REGARDING:

RFP NAME: STATEWIDE ACCESS SYSTEMS, VIDEO SURVEILLANCE SYSTEMS AND MAINTENANCE PROGRAM
RFP NUMBER: ERS-041007CK

PROPOSALS DUE: JULY 25, 2012 NO LATER THAN 1:00 PST

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1.0 INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body and Coordinated Procurement

The Judicial Council of California, 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 AOC is the staff agency for the council and assists both the council and its chair in performing their duties.

In order to gain economies of scale, to standardize terms and conditions for similar goods throughout the judicial branch, the AOC solicits statewide Leveraged Procurement Agreements for the benefit of judicial branch entities. This Request for Proposal (“RFP”) is being issued for the AOC and the Judicial Branch Entities (JBEs). The JBEs consist of the 58 Superior Courts of California, the Courts of Appeal, the Supreme Court of California, the Habeas Corpus Resource Center and the AOC on behalf of itself.

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 proposers with expertise in two primary areas. First to design, install, integrate and maintain new video surveillance systems and/or access systems on a statewide basis. Second to repair, replace, or expand existing access and/or video surveillance systems that currently exist within JBE’s facilities. Proposers may elect to team with distributors or other proposers to meet the requirements of this RFP.

The AOC intends to award one or more Leveraged Procurement Agreement(s), for an initial two (2) year term and three (3) one-year options to renew to proposer or proposers that are able to supply the JBEs throughout California with an unknown quantity of access systems, video surveillance systems, and maintenance and repair services, as further described in Section 4 of this RFP. The AOC reserves the right to make only one award, or multiple awards to a single proposer or proposers capable of providing service statewide, 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.

JBEs may elect, but are not required, to purchase access systems, video surveillance systems, and maintenance and repair services from any Leveraged Procurement Agreement(s) that result from this RFP.

2.0 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.

	<u>KEY EVENTS</u>	<u>KEY DATES</u>
1	RFP issued	June 15, 2012
2	Deadline for Proposers to register for Pre-Proposal Tele-Conference.	June 20, 2012
3	Mandatory Pre-Proposal Tele-Conference. Conference line will be provided upon registration.	June 26, 2012
4	Deadline for proposer requests for questions, clarifications or Modifications	June 28, 2012
6	Questions and answers are posted	July 11, 2012
7	Proposal due date and time	July 25, 2012 No Later Than 1:00 PST
8	Evaluation of technical specifications (estimated)	July 25, 2012
9	Potential Interviews and Demonstrations (estimated)	July 30, 2012
10	Public opening of cost portion of proposals (estimated)	August 21, 2012
11	Notice of Intent to Award (estimated)	August 27, 2012
12	Negotiations and execution of contract (estimated)	September 12, 2012
13	Contract Start Date (estimated)	October 1, 2012
14	Contract End Date (estimated)	September 30, 2014

The RFP and any addenda that may be issued will be available on the following website, referred to as "AOC website": www.courts.ca.gov

All questions and requests for clarification must be submitted as instructed in Section 2.1 by email to the Solicitation Mailbox indicated below:

Solicitations@jud.ca.gov

2.1.1 Contact Information

Submittal Contact: Nadine McFadden, RFP #ERS-041007CK
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 RFP 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 proposer considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the proposer's proposal as it may be made available to the public.**

If a proposer'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 proposer 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

Proposers submitting proposals do so entirely at their expense. There is no express or implied obligation by the AOC to reimburse a proposer 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 Tele-Conference

A pre-proposal tele-conference will be held on the date and time indicated in the Key Events Table in Section 2.1. Proposers are invited to attend via tele-conference (number to be announced at the time proposer registers for the pre-proposers tele-conference).

The pre-proposal tele-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. Participation is mandatory and non-attendance will disqualify proposer from the RFP process.

Proposers planning to attend the tele-conference must contact solicitations@jud.ca.gov by the date specified in the Key Events Table in Section 2.1 to register

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Proposers interested in responding to this RFP may submit questions by email only on procedural matters related to the RFP or requests for clarification or modification of this RFP document, including questions regarding the Leveraged Procurement Agreement in Attachment A. If the proposer is requesting a change, the request must set forth the recommended change and the proposer'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 proposer'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 proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the proposer may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the proposer must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the proposer will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

If a proposer submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the proposer 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.

If prior to the date fixed for submission of proposals a proposer 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 proposer shall propose at its own risk, and if the proposer is awarded the contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with JBEs

Proposers are specifically directed NOT to contact any JBEs 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 JBEs may be cause for rejection of the proposer'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 proposer 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 Leveraged Procurement 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). The original must be signed by an authorized representative of the Proposer.
 - (ii) Five (5) bound copies of the pricing proposal and five (5) separate bound copies of the technical proposal. The original must be signed by an authorized representative of the Proposer.
- 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 proposer 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 proposer 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 proposer'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 Proposer Information, Authorized Signatures, Validity Period of Proposals

Proposals must include the proposer 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 proposer 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 Leveraged Procurement Agreement 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 proposer 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 proposer to set prices in violation of anti-trust laws.

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

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 JBE and AOC with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting Leveraged Procurement Agreement. For breach or violation of this warranty, the AOC will have the right to terminate any resulting Leveraged Procurement Agreement in whole or in part. The rights and remedies of the AOC provided in this provision

shall not be exclusive and are in addition to any other rights and remedies provided by law or under the 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 proposers 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 proposer. 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.

Proposers 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 proposer from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal will 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 Leveraged Procurement Agreement. If no Leveraged Procurement Agreement is reached, the AOC can negotiate with other proposers. 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 Leveraged Procurement

Agreement being issued. The AOC also reserves the right to meet with proposers 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 proposer's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

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

Minimum Qualifications	
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 proposer nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither proposer nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference <u>Attachment C</u> , Proposer Certification Form).
3	Acceptance of the Terms and Conditions and responsiveness to the RFP requirements (e.g. the inclusion of all indicated Attachments). A material exception to a Minimum Term will render a proposal non-responsive.

The proposer must state specifically in its Executive Summary 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.

2.7 Evaluation Criteria

Proposals will be evaluated to determine the proposal(s) that offer the best value to the AOC and JBEs. The evaluation will be based upon the following criteria:

Points	Criteria
10	Maintenance services: including response times to JBE facilities; ability to perform maintenance services at any JBE facility and at multiple facilities simultaneously.
50	Cost/pricing factors of design, project management, installation services, training annual project maintenance cost as well as time and material service options. Include details of how shipping is calculated.
5	Project management details and pricing formula.
10	Installation warranty terms and conditions.
5	Product availability
5	Training services
10	Inventory management of spare and replacement parts and loaner equipment.
5	Adherence to AOC's Leveraged Procurement Agreement Terms and Conditions. A material exception to the Terms and Conditions will render a bid non-responsive.

The cost portion of proposals will be publicly opened at 455 Golden Gate Avenue, 7th floor, San Francisco, CA

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

If a contract will be awarded, the AOC will post an intent to award notice at: solicitations@jud.ca.gov

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 Leveraged Procurement Agreement 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 Leveraged Procurement Agreement, if any, without negotiations.

2.8.3 Payment

Payment terms will be in accordance with the payment provisions of [Attachment A](#), Leveraged Procurement Agreement Terms and Conditions. NEITHER THE AOC NOR JBEs 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 Leveraged Procurement Agreement(s) resulting from this solicitation may not be made by a proposer without the prior written approval of the AOC's Senior Business Services Manager.

2.9 Award of Leveraged Procurement Agreement

The Evaluation Committee will make a final recommendation for award of the Leveraged Procurement Agreement(s). Upon award, the successful proposer(s) will be required to execute a Leveraged Purchasing Agreement(s) in accordance with the Specifications in [Section 4](#) and the Leveraged Procurement Agreement in [Attachment A](#), and provide a certificate of insurance in conformance with the requirements set forth in the Leveraged Procurement Agreement within thirty (30) business days of award. The period for execution of the Leveraged Procurement Agreement(s) may be changed by mutual contract of the parties. Leveraged Procurement Agreement(s) are not effective until signed by both parties.

2.10 Protest Procedures

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.

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the AOC to receive a solicitation specifications protest is by the proposal due date. Protests should be sent to:

AOC – Business Services
 ATTN: Protest Hearing Officer
 455 Golden Gate Avenue, Seventh Floor
 San Francisco, CA 94102

3.0 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 proposers' understanding of the requirements and provides a "high level" general overview of how the proposer 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 proposers responding to this solicitation will offer the proposers' government or comparable favorite rates or the best government pricing that is available (e.g., GSA).

3.1.2 Pricing and Price Adjustments

Proposer 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 (Leveraged Procurement Agreement). Proposer must indicate if proposer requires reimbursement for travel expenses associated with installation and maintenance services. If such reimbursement is required, proposer will be reimbursed for its actual cost pursuant to Attachment A (Leveraged Procurement Agreement).

JBES are exempt from federal excise taxes and no payment will be made for any taxes levied on the proposer's or any subcontractor employee's wages. JBES will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Proposer 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 proposer's invoice.

The prices proposed in the proposer's response will be valid for a minimum of two (2) years with the potential of three (3) one (1) year options to extend end dates after the Leveraged Procurement Agreement(s) are signed. If the AOC elects to extend the term of this Agreement, the proposer 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 Leveraged Procurement Agreement. Any agreed-upon price adjustment (whether an increase or decrease in price) may not exceed during any one-year option period the previous 12 months' change in the San Francisco Bay Area Consumer Price Index as published by the U.S. Bureau of Labor Statistics.

3.2 Technical Proposal

3.2.1 Product Quality

The AOC may evaluate the quality of a proposer's products submitted in its proposal through a demonstration of all products that meet the specifications described in Section 4 of this RFP, as determined by the AOC.

3.2.2 Warranty Policy and Duration

a, Proposer shall describe in detail the manufacturers warranties for all installed equipment to include duration and conditions. Proposer shall describe its full service warranty on all installations, repairs, the duration and costs for all services to include repairs under the manufacturer's warranty.

3.2.3 Maintenance Services and Spare Parts Availability

The proposer 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 proposer shall describe its ability to begin performing any maintenance work at any JBE facility or at any multiple facilities simultaneously within twelve hours (12) or the start of the next business day. The proposer will make contact with the JBE within two (2) hours of receiving the service request to determine if an on-site response is required. In addition to providing maintenance and repair services for newly installed systems, the proposer will be required to provide maintenance and repair services for existing systems, regardless of whether or not they were purchased or installed by the proposer.

The proposer 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 JBE within 12 hours of proposers' repair technician determining a need for such parts. The proposer shall also describe what the average lead time is for those remaining spare parts which are not typically in stock and available within 12 hours. This section includes all parts needed to ensure an effective working and operational system, including loaner equipment.

The proposer's service representative or customer service team shall be onsite within twelve (12) hours from the time that a JBE or their representatives and the proposer's service representative escalates a service issue to an on-site call which shall be no more than two (2) hours, as required by the JBE, unless the call is made at the end of the day; then the proposer's service representative should be on-site the following business day. All calls made by a JBE or

their representative shall be returned within two (2) hours of the call to confirm time of arrival by the proposer's service representative. Unless otherwise agreed to between proposer and the JBE or their representative, service shall be performed within the JBE's business hours, which are generally 9 am to 5 pm PST, Monday through Friday. Proposer shall also provide maintenance services and support after hours, on holidays and in emergency situations if requested by the JBEs or their representative. The responding proposers' service representative must possess the knowledge and provide all labor, tools, equipment and parts necessary to perform the requested service.

3.2.4 Product Availability

The proposer shall describe its access to products and ability to fill a large number of orders, including installation services.

3.2.5 Installation Services

The proposer shall include a description of its installation process and qualifications of available personnel, including factory authorized certifications, to perform installation services, including functionality testing. As required in Section 4.1.5.

3.2.6 Training Services

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

3.3 Company Information

The following information will also be submitted

- a. A short narrative description of the proposer'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 proposer'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 proposer'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 proposer's contract management process for subcontractors included in the proposer's proposal.
- f. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions and initial public offerings (IPO's).
- g. A completed Attachment F, Proposer Data Record.
- h. Proposer must include the following certification in its proposal:
 - Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections

1090 et seq. or 87100 et seq; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with JBEs.

- Proposer must submit with its proposal, for itself and each of its affiliates that make sales for delivery into California, a copy of either (i) a California seller's permit issued under Revenue and Taxation Code section 6066 et seq. or (ii) a certificate of registration issued under Revenue and Taxation Code section 6226.
- **NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

3.4 Methodology

3.4.1 Program Implementation

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

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

3.4.2 Ordering Process

Describe the process to establish an account for the AOC to purchase goods or services on behalf of any JBE under any Leveraged Procurement Agreement that may result from this RFP and JBEs that may elect to purchase goods or services directly from proposer.

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 JBEs.

3.4.4 Reports

Proposer shall describe its capabilities to provide quarterly reports, including manufacturer discontinued reports, as required in [Section 4.1.6](#).

3.5 Leveraged Procurement Agreement Terms and Conditions

3.5.1 Acceptance of Leveraged Procurement Agreement Terms and Conditions.

The proposal must state that proposer accepts the attached Leveraged Procurement Agreement Terms and Conditions in Attachment A or identify any exceptions to those terms. For any exceptions proposer must submit a “redlined” version of the terms or conditions, showing all suggested modifications and explaining the request. The proposer’s acceptance of the terms and conditions, will be an affirmative factor in the evaluation of the proposer’s proposal. Absent exceptions, the proposer is presumed to have accepted all Leveraged Procurement Agreement terms and conditions

3.5.2 Supplemental and Alternate Terms and Conditions

Proposer 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 proposer, the AOC will not be bound by contract language received as part of a prospective proposer’s response. If the proposer requires that the AOC be bound by some or all of the proposer’s proposed contract language, the proposal will be considered non-responsive and will be rejected.

3.6 Proposal Submittal Requirements

The proposer 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 proposer’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. Proposer Certification Form – Attachment C; and
- g. Payee Data 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.

4.0. SPECIFICATIONS

4.1 Description of Products and Services to be Provided

4.1.1 General Description

JBEs may order access systems, video surveillance systems maintenance and repair services for existing and new systems under Leveraged Procurement 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 a JBE to place an order or the AOC to place orders on behalf of JBE for access systems, video surveillance systems, and maintenance services under a Leveraged Procurement Agreement that is awarded as a result of this RFP.

All maintenance and time and material service requests ordered under a Leveraged Procurement Agreement will apply to existing access and camera systems installed in JBE facilities regardless of make and age as well as newly installed systems:

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

GSA website link for Pelco:

www.gsaadvantage.gov/advgsa/advantage/main/start_page.do

Keyword: Pelco

Access Control Systems—GSA 246 35 1; Proximity reader system.

GSA website link

www.gsaadvantage.gov/advgsa/advantage/main/start_page.do

All copies of software licenses and software tools must remain with JBE receiving any related goods or services from the proposer. System should be complete without further charges for license agreements beyond initial purchase.

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:

Hybrid/Analog—CCTV (Pelco Digital Sentry System 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. Encoders for analog cameras;
- f. Console station with desktop and mounts for two (2), four (4), and six (6) – 17” color, flat-screen monitors;

- g. Network Video Recorder (NVR) with 280 mbps bandwidth, support for up to 128 IP streams and up to 64 analog cameras at D1 resolution and full frame rate. 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;
- i. Lux requirements: 0.1 lux (color mode); 0.003 lux (sensitivity up x32); 0.1 lux (B/W mode); 0.003 lux (sensitivity up x32)

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 are standard but purchasing group member may include Sarix type cameras or equivalent for video analytics and other specific design criteria.
- c. Training necessary to familiarize court employees with equipment operations; and

4.1.2.1.2 Access Systems

Proximity Card reader systems listed with the U.s. GSA 246.35.1 Access Control Systems.

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 for internal applications.
- b. External long distance (6 foot) readers should be available.
- c. Self illuminated readers
- d. Weather proof, tamper proof readers and dual use (Card and Pin Number) for external and an internal version.
- e. Vandal resistant metal key pads.
- f. Vandal resistant proximity reader

- g. Portable hand held transponder readers.
- h. System capacity for 200, 400, 600, and 800 proximity cards;
- i. 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;
- j. The operating system should allow for automatic and effortless back-ups;
- k. The operating system should have an intuitive user interface;
- l. Single workstation able to operate up to 110 doors, with the ability to increase to multiple work stations if necessary;
- m. A minimum of three security software user-levels;
- n. System should be pre-programmed to integrate with external alarm panels, CCTV system, and door locking management tools if necessary;
- o. Exit door panic alarm hardware;
- p. Door controllers and striker locks;
- q. Ability to add exit control buttons and exit door detection devices;
- r. All materials, including but not limited to low voltage wiring, computer programming and electrical work, necessary for a fully functioning access system;
- s. Installation should include any paint and trim replacement as required;
- t. Installations may require the replacement of doors and other trim as required;
- u. Set-up and installation of a fully functioning system;
- v. Training for court personnel on operating and maintaining the system; and
- w. Onsite service agreement on parts and installation for an initial one year from date of acceptance, with options for four (4) one year terms for all items in Section 4.1.2.1.1. Initial Onsite service should start following a 90 day stabilization period for newly installed systems. A time and materials service option shall also be available.

4.1.2.1.3 Onsite Maintenance Services

Proposers must offer the following onsite maintenance services:

- a. Maintenance contract for a minimum of four (4), one-year periods after expiration of initial one year warranty period.
- b. Time and materials service and repair option.
- c. Ability to begin performing any maintenance work at any JBE facility or at multiple facilities simultaneously within twelve (12) hours of receiving a service request.
- d. Maintenance and repair of all systems, regardless of whether or not the existing system was initially purchased or installed by the proposer.

4.1.2.2 Certifications and Verifications

All products offered for sale by the proposer to the JBEs under any resulting Leveraged Procurement Agreement resulting 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 proposer shall warrant the equipment against defects in installation, materials, and workmanship.

4.1.3 Ordering Process

Proposer will establish a customer account with the AOC for placing orders on behalf of any JBE under any Leveraged Procurement Agreement that may result from this RFP and an individual account for any JBE that elects to place an order directly from the proposer.

Proposers will provide the AOC with the total cost and lead time required for the product(s) and services ordered, including maintenance and repairs on existing systems. The total cost will itemize the cost of the products and installation. Proposer will coordinate the installation dates with the AOC prior to finalizing the order. Proposer 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 a JBE is ordering directly from the proposer, the proposer will provide the same information to the JBE and use the same ordering process.

Proposer 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 proposer'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 Leveraged Procurement Agreement from this RFP shall be completely installed and tested for functionality by the proposer. The proposer shall provide all materials, equipment, parts and labor necessary for the installation of the

ordered products. The proposer shall be responsible to transport all ordered products to the JBE's facility prior to installation. The JBE will not be responsible for risk of loss for any materials delivered to its facility prior to the proposer completing installation of the product.

Proposer is responsible for system integration and software validation. In engineering, system integration is the bringing together of the component subsystems into one system and ensuring that the subsystems function together as a system. In information technology, systems integration is the process of linking together different computing systems and software applications physically or functionally, to act as a coordinated whole. The system integrator brings together discrete systems utilizing a variety of techniques such as computer networking, enterprise application integration, business process management or manual programming.

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.

4.1.7 Rejection of Goods or Acceptance of Service

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

4.1.8 Inventory

The JBEs have an ongoing requirement for the products indicated in this RFP. The proposer awarded a Leveraged Procurement Agreement, if any, shall maintain access to a reasonable stock of such products on hand for the term of the Leveraged Procurement Agreement. Failure to maintain access to a reasonable stock may result in termination for default of the proposer's Leveraged Procurement Agreement.

4.2 Estimated Volumes

No minimum ordering estimate is stated in this RFP. The AOC and JBEs will not be required to use any Leveraged Procurement Agreement that may result from this RFP. The AOC and JBEs will make their purchasing decision based on what is in the best interest of the AOC and JBEs.

4.3 Procurement Process – Use of Leveraged Procurement Agreement

After award of Leveraged Procurement Agreement(s), requests for goods and services as specified in the Leveraged Procurement Agreement will be made by the AOC and JBEs through the issuance of a Work Order. The Work Order will reference the Leveraged Procurement Agreement

number and will list and describe all of the requested goods and services. The terms and conditions of the Leveraged Procurement 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 Leveraged Procurement Agreement.

5.0 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.

6. ATTACHMENTS

Attachment A	Leveraged Procurement Agreement Terms and Conditions
Attachment B	Purchasing Group Address List
Attachment C	Proposer Certification Form (Proposer must fill out and submit with his/her proposal).
Attachment D	Pricing Sheets (Proposer must provide pricing in this Attachment and submit with his/her proposal).
Attachment E	DVBE Participation Form (Proposer must fill out and submit with his/her proposal).
Attachment F	Payee Data Form (Proposer must fill out and submit with his/her proposal)
Attachment G	Leveraged Procurement Agreement Exception Form (Proposer must fill out and submit with his/her proposal)
Attachment H	Certification Regarding Debarment and Suspension (Proposer must fill out and submit with his/her proposal)

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

STANDARD LEVERAGED PROCUREMENT AGREEMENT COVERSHEET rev 04-10

Statewide Access Systems, Video Surveillance Systems, and Maintenance Services

Attachment A

AGREEMENT NUMBER

[Agreement Number]

FEDERAL EMPLOYER ID NUMBER



[Fed. Employer ID Number]

1. In this agreement (the “Leveraged Procurement Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “AOC” refers to the Judicial Council of California, Administrative Office of the Courts.

2. This Agreement becomes effective as of **[Date]** (the “Effective Date”) and expires on **[Date]**.

3. The title of this Leveraged Procurement Agreement is: **Statewide Access Systems, Video Surveillance Systems, and Maintenance Services.**
 [The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.]

4. The parties agree to the terms and conditions of this Leveraged Purchasing Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties’ entire understanding related to the subject matter of this Agreement.

AOC’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> [Contractor name]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i>  DO NOT SIGN
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
ADDRESS Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS [Contractor Address; include addressee]

LEVERAGED PROCUREMENT AGREEMENT TERMS AND CONDITIONS

This Leveraged Procurement 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 “(“Leveraged Purchasing Agreement”)", is entered into effective as of _____ (“Effective Date”) between _____ (“Contractor”) and the Administrative Office of the Courts, the staff agency to the Judicial Council of California (“AOC”), for the benefit of the 58 Superior Courts of California, and the California Appellate Courts, which include the Supreme Court of California, all collectively, Judicial Branch Entities (“JBEs”).

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 Leveraged Procurement 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 JBEs.
2. **TERM:** The initial term of this Leveraged Procurement 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 any time prior to the expiration of the initial term. If the AOC elects to extend the term of this Leveraged Procurement 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 Leveraged Procurement Agreement.
3. **OBLIGATION:** This Leveraged Procurement Agreement does not obligate the AOC or JBEs to place any orders under this Leveraged Procurement Agreement and it does not guarantee Contractor a specific volume of orders under this Leveraged Procurement Agreement. Contractor is obligated to furnish access systems, video surveillance systems, and maintenance services to the AOC and JBEs at prices that are at least as low as those charged by Contractor for substantially comparable goods under its contracts with other customers that are governmental entities or agencies, whether local, state or federal (“Government Contracts”). If Contractor enters into a Government Contract to supply access systems, video surveillance systems, and maintenance services that are substantially comparable to the access systems, video surveillance systems and maintenance services under this Leveraged Procurement Agreement and the prices charged under such Government Contract are lower than those charged under this Leveraged Procurement Agreement, Contractor must immediately (a) provide written notice to the AOC of such lower pricing, and (b) offer to the AOC and the JBEs such lower pricing. At the request of the AOC, and no more often than once in a 12-month period, an officer of Contractor must certify in writing and warrant to the AOC that the prices paid by JBEs under this Leveraged Procurement Agreement are the same or lower than prices paid under other Government Contracts for substantially comparable goods. Any price adjustment will be set forth in a written amendment to this Leveraged Procurement Agreement.
4. **RELATIONSHIP OF PARTIES:** The AOC has the authority to enter into leveraged procurement agreements for goods and services on behalf of the JBEs and to purchase goods and services on behalf of any JBE under any leveraged procurement agreement that may result from the RFP.

Contractor has the authority to enter into and perform its obligations under this Leveraged Procurement Agreement. Contractor is qualified to do business and is in good standing in the State of California.

Contractor warrants that the Goods and Services are and shall be compliant with Section 508 of the Rehabilitation Act of 1973 as amended.

5. SCOPE OF SERVICE AND PRICE:

(a) Contractor shall provide access systems, video surveillance systems, and maintenance services to the AOC and JBEs pursuant to the terms and conditions of this Leveraged Procurement 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 Leveraged Procurement 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 a JBE has requested installation or maintenance services, the travel must be pre-approved and authorized by the JBE's designated representative ("Representative"). If the AOC has requested installation or maintenance services, on behalf of any JBE, 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 JBE or the AOC on behalf of any JBE that require 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 AOC and JBEs will not be responsible for any materials delivered to its facility prior to the contractor completing installation of the product.

7. MAINTENANCE SERVICES: If the AOC or an individual JBE 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 JBE. Failure to maintain access to such a stock shall be deemed a material breach of this Leveraged Procurement Agreement.

9. ORDERING

(a) Individual JBEs or the AOC, on behalf of any JBE, may place individual orders for access systems, video surveillance systems, and maintenance services provided pursuant to this Leveraged Procurement 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 Leveraged Procurement 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 JBE and the AOC will be responsible for payment for such products and services pursuant to the terms and conditions set forth in this Leveraged Procurement Agreement.

(c) Individual JBEs will be responsible for the acceptance of all products and services that the JBEs order directly from Contractor and the individual JBE will be responsible for payment for such products and services pursuant to the terms and conditions set forth in this Leveraged Procurement Agreement.

(d) After the AOC has issued an order on behalf of any JBE, Contractor shall provide the JBE or AOC 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 JBE or AOC Project Manager prior to finalizing the order and include a schedule for completion of installation and testing on the order. Contractor shall provide the JBE or AOC 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 JBE or AOC Project Manager, including the products and services ordered, installation dates, and contact information. If a JBE is ordering directly from Contractor, Contractor will provide the same information to the JBE and use the same ordering process.

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

10. CHANGES IN WORK; STOP WORK

(a) Changes in Work.

1. The AOC or JBE 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 JBE, 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 AOC or JBE requesting the change and Contractor agree on a change, the AOC or JBE 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 AOC or JBE, 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 AOC or JBE. 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 AOC or JBE 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 nor any JBEs 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 JBE's representative to discuss the matter and any actions necessary to resolve a dispute.

(a) Escalation:

1. If a dispute remains unresolved following 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 Leveraged Procurement 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. The 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 Leveraged Procurement 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 best 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 Leveraged Procurement 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)

(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 JBE, without the consent of the Contractor. Upon transfer, Contractor shall recognize and acknowledge the assignee/transferee JBE and afford this assignee/transferee the same rights as the AOC with respect to such product or service.

14. SOFTWARE LICENSES AND TOOLS: All copies of software programs and software tools must remain with the JBEs 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 Leveraged Procurement 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 JBE 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 JBE or AOC Project Manager to determine an alternative installation plan that will not disturb those or other hazardous materials.

(b) If some or all of the 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 JBE or AOC 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 Leveraged Procurement Agreement, and to the satisfaction of the AOC and JBEs.

(b) Acceptance.

1. All work provided by Contractor under this Leveraged Procurement Agreement is subject to written acknowledgement and acceptance by the AOC or JBE Project Manager or a representative of the AOC or JBE placing the order (“Representative”). The AOC or JBE 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 AOC or JBE 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 AOC or JBE 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 the work to the acceptance criteria. Contractor will redo or resubmit the work and the AOC or JBE Project Manager or, as appropriate, Representative will re-apply the acceptance criteria to determine the work’s 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 AOC or JBE Project Manager, or as appropriate, Representative may terminate that portion of the applicable Work Order or this Leveraged Procurement Agreement which relates to the rejected Work at no expense to the AOC or JBEs.

(c) **Prior Work:** Prior work, performed by Contractor pursuant to AOC’s authorization, but before execution of this Leveraged Procurement Agreement, will be considered as having been performed subject to the provisions of this Leveraged Procurement 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 Leveraged Procurement 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 JBEs shall have an obligation to pay for any item or work until acceptance of the work and receipt of one original 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 JBEs due to rejection of goods or services or discrepancies in said invoices will be, at the AOC’s or, as appropriate, JBE’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, JBEs 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 Leveraged Procurement Agreement for a period of four (4) years after final

payment of any Work Order issued under this Leveraged Procurement Agreement. During the period of time that Contractor is required to retain such records, the AOC or its representative may, during normal business hours, inspe

ct 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 Leveraged Procurement 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 Leveraged Procurement Agreement or any subsequent Work Order due to an act of Force Majeure, although the performance period of the Leveraged Agreement may be amended due to an act of Force Majeure. After the AOC Contract Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Leveraged Procurement Agreement shall be authorized via bilateral execution of a State of California Standard Agreement form.

22. AMENDMENT; WAIVER; SEVERABILITY: No amendment to this Leveraged Procurement 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 Leveraged Procurement 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 Leveraged Procurement Agreement is held unenforceable, all other parts remain enforceable.

23 TERMINATION:

(a) The AOC may terminate this Leveraged Procurement 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 Leveraged Procurement Agreement, and such breach is not cured within thirty (30) days of written notice from the AOC. A JBE placing an order under this Leveraged Procurement Agreement may terminate its Work Order if Contractor is in breach of the terms of such Work Order or this Leveraged Procurement 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 JBEs if the AOC or JBEs fail to pay delinquent invoices due hereunder within thirty (30) days after receipt of written notice of delinquency.

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

(d) The AOC and JBE’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 JBEs 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, JBEs 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 JBEs NAMED IN THIS LEVERAGED PROCUREMENT 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 JBEs named in this Leveraged Procurement 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 Leveraged Procurement 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 Leveraged Procurement Agreement.

(b). Minimum Scope and Limits of Coverage: Contractor will maintain the following minimum coverage:

1. Workers' Compensation at statutory requirements of the state of residency.
2. Employers' Liability with minimum limits of not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease.
3. Commercial General Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence and \$2,000,000 annual aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract.
4. Business Automobile Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence, combined single limit for Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, assigned to or used in connection with the provision of the Services.
5. Professional Liability Insurance with limits of not less than **\$1,000,000** per claim or per occurrence and **\$1,000,000** annual aggregate insuring the Contractor's acts, errors or omissions resulting in loss of data, software or system failure, or failure to perform the professional services provided for under the terms of this Agreement.

(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 Commercial General Liability insurance and the Business Automobile Liability insurance policies 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 coverage is in full force and effect before Contractor begins any Services, 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 companies providing the Commercial General Liability, Business Automobile Liability and Worker's Compensation insurance 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) *Authority.* Contractor has authority to enter into and perform its obligations under this Leveraged Procurement Agreement. Contractor is qualified to do business and is in good standing in the State of California.

(B) *Not an Expatriate Corporation.* Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286.1, and is eligible to contract with the AOC and JBEs under this Leveraged Procurement Agreement.

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

(D) *No Gratuities.* Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any member, justice, judicial officer, judge, officer, employee, or agent of AOC and JBEs, with a view toward securing this Leveraged Procurement

Agreement or securing favorable treatment with respect to any determinations concerning its performance under the Leveraged Procurement Agreement.

(E) *No Conflict of Interest.* Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with AOC and JBEs.

(F) *No Interference with Other Contracts.* To the best of Contractor's knowledge, executing this Leveraged Procurement Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

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

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

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

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

(K) *No Harassment.* Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance under the Leveraged Procurement Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

(L) *Non-discrimination.* Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Seller's obligations of non-discrimination.

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

(N) *National Labor Relations Board Orders.* If this Leveraged Procurement Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

(O) *Sweatfree Code of Conduct.*

- No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the AOC and JBEs under the Leveraged Procurement Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code section 6108. This certification is made under penalty of perjury.

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

(P) *Discharge Violations.* Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued under Water Code section 13301 for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

- Contractor has delivered a declaration to the AOC and JBEs specifying the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code section 12200 in goods offered or sold to the AOC and JBEs, regardless of whether the goods meet the requirements of Public Contract Code section 12209.

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

28. Loss Leader Prohibition

If the Leveraged Procurement Agreement involves the furnishing of equipment, materials, or supplies, Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030.

29. Union Activities Certification Requirement

As required under Government Code sections 16645-16649, if an ordering document under the Leveraged Procurement Agreement provides for total compensation in excess of \$50,000 to Contractor:

- a. Contractor shall include with any request for cost reimbursement from the AOC and JBE’s funds a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing; and

- b. Contractor shall not:

- A. Assist, promote, or deter union organizing by employees performing work for the AOC and JBEs under the Leveraged Procurement Agreement;

- B. Use the AOC or JBE’s funds received under the Leveraged Procurement Agreement;

- C. For any business conducted under the Leveraged Procurement Agreement, use any property of the AOC and JBEs to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the AOC or JBE’s property is equally available to the general public for holding meetings.

If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that no reimbursement from the AOC and JBE’s funds has been sought for these costs, and provide those records to the California Attorney General upon request.

30. Federally-funded Orders

If any ordering document under the Leveraged Procurement Agreement is funded in whole or in part by the federal government, then:

- It is mutually understood between the parties that the Leveraged Procurement Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Leveraged Procurement Agreement was executed after that determination was made;
- The Leveraged Procurement Agreement is valid and enforceable for the AOC and JBEs only if sufficient funds are made available to the AOC and JBEs by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, the Leveraged Procurement Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of an ordering document under the Leveraged Procurement Agreement in any manner;
- The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which an ordering document under the Leveraged Procurement Agreement is intended to be paid, the Leveraged Procurement Agreement shall be deemed amended for the AOC and JBEs without any further action of the parties to reflect any reduction in funds.
- Exemptions from the above requirements may be granted if the AOC and JBEs can certify in writing that federal funds are available for the acquisition during the term of any ordering document under the Leveraged Procurement Agreement.

31. DVBE Participation Certification

If Contractor made a commitment to achieve disabled veterans business enterprise participation, Contractor shall within 60 days of receiving final payment under any ordering document under the Leveraged Procurement Agreement (or within such other time period as may be specified elsewhere in the Leveraged Procurement Agreement) certify in a report to the AOC and JBEs: (1) the total amount the prime Contractor received under any ordering document under the Leveraged Procurement Agreement; (2) the name and address of any disabled veterans business enterprises (DVBE) that participated in the performance of any ordering document under the Leveraged Procurement Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under any ordering documents under the Leveraged Procurement Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

32. Antitrust Claims

If goods or services under the Leveraged Procurement Agreement were obtained by means of a competitive bid, Contractor shall comply with the requirements of Government Code sections set out below.

- Contractor shall assign to the AOC and JBEs all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the AOC and JBEs pursuant to the bid. Such assignment shall be made and become effective at the time the AOC and JBEs tender final payment to the Seller. (GC 4552)
- If the AOC and JBEs receive, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the AOC and JBEs any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the AOC and JBEs as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553).
- Upon demand in writing by the Contractor, the AOC and JBEs shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the AOC and JBEs have not been injured thereby, or (2) the AOC and JBEs decline to file a court action for the cause of action. (GC 4554)

33. Ownership of Results

- a. *Orders Funded with Grant Funds.* If the Leveraged Procurement Agreement provides compensation to Contractor under a project funded through a grant, title to all expendable and non-expendable personal property with a value of \$500 or more purchased with AOC and JBEs funds shall vest automatically and without further action of the parties with the AOC and JBEs effective at the conclusion of the project. If Contractor provides written certification to the AOC and JBEs that the property will continue to be used for grant-related purposes and the AOC and JBEs approve such certification in writing, the AOC and JBEs may permit title to all such property to remain with Contractor in accordance with the AOC and JBE's written instructions. Contractor must await specific written instructions from the project manager regarding any transfer of title or disposition.

34. Audit and Records

- a. *Audit.* Contractor shall allow the AOC and JBE's designees review and audit Contractor's documents and records relating to the Leveraged Procurement Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit.
- b. *Ownership.* The AOC and JBEs are the exclusive owner of all materials collected and produced in connection with the Services. Upon request at any time, subject only to the

duty of confidentiality owed to a represented party, Contractor shall give original materials to the AOC and JBEs or to another party at the AOC and JBE's direction. Contractor shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:

- Contractor's receipt of final payment under any ordering document under the Leveraged Procurement Agreement; and
 - The AOC and JBE's resolution with Contractor of the findings of any final audit.
- c. *Copies.* Contractor may retain copies of any original documents Contractor provides to the AOC and JBEs.

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

30. AGREEMENT ADMINISTRATION/COMMUNICATION

(a) Under this Leveraged Procurement Agreement, the AOC Project Manager shall monitor and evaluate the Contractor's performance. 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:

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

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

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

(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:

[insert Contractor address below]

(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 Leveraged Procurement 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 Leveraged Procurement Agreement to another government entity for administrative or other purposes, Contractor's consent is not required. This Leveraged Procurement 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 Leveraged Procurement 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 Leveraged Procurement Agreement shall be in the City and County of San Francisco.

32. CONTRACT CONSTRUCTION: Headings or captions to the provisions of this Leveraged Procurement Agreement are solely for the convenience of the parties, are not part of the Leveraged Procurement Agreement, and shall not be used to interpret or determine the validity of this Leveraged Procurement Agreement. Any ambiguity in this Leveraged Procurement 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 Leveraged Procurement Agreement.

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

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

35. ENTIRE AGREEMENT: This Leveraged Procurement 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 Leveraged Procurement Agreement and will be developed based on Proposer's proposal.]

SCHEDULE 2 – SUPPLEMENTAL TERMS AND CONDITIONS

[Schedule 2 includes negotiated terms and conditions applicable to Proposer 's maintenance services and will be included in the final Leveraged Procurement Agreement. The RFP requires the proposer 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 Leveraged Procurement Agreement upon review and approval of the AOC.]

SCHEDULE 4 - ACCEPTANCE AND SIGNOFF FORM

Description of Work provided by Contractor:

Date submitted: _____

Work is:

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

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

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

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Acceptance status:

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

Name: _____

Title: _____

Date: _____

**ATTACHMENT B
PURCHASING GROUP ADDRESS LIST**

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

**ATTACHMENT C
PROPOSER 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

PROPOSER 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><u>Video Surveillance System</u>, as described in <u>Section 4.1.2.1.1</u> of this RFP.</p>		<p>Installation price: \$</p> <p>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.</p>
		<p>Training price (if applicable): \$</p>
		<p>Other applicable items and pricing: \$</p>
		<p>Price for one year onsite maintenance contract, as described in <u>Section 4.1.2.1.3</u> of this RFP: \$</p>
		<p>Hourly labor rate for time and materials repairs: \$</p> <p>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.</p>

Requirement	Description Of Proposed Access System	System Access Pricing (LESS TAX)
<p><u>Access System</u>, as described in <u>Section 4.1.2.1.2</u> of this RFP.</p>		<p>Installation price: \$</p> <p>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.</p>
		<p>Training price (if applicable): \$</p>
		<p>Other applicable items and pricing: \$</p>
		<p>Price for one year onsite maintenance contract, as described in <u>Section 4.1.2.1.3</u> of this RFP: \$</p>
		<p>Hourly labor rate for time and materials repairs: \$</p> <p>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.</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 & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

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

Company Name:	
Contact Name & Title:	
Telephone Number:	
Nature of Work:	
Reason Why Rejected:	

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 or 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.

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

ATTACHMENT F
PAYEE DATA FORM