



Contract Number

SAP Number

Project and Facilities Management Department Project Management

Department Contract Representative	Brenton Rankin
Telephone Number	(909) 387-5000
Contractor	Utter Associates dba ZTransform, LLC
Contractor Representative	Mark Brown
Telephone Number	831-234-8432
Contract Term	June 23, 2026 through November 23, 2026
Original Contract Amount	986,325
Amendment Amount	
Total Contract Amount	\$986,325
Cost Center	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) seeks to procure a multimedia productions environment that includes an integrated studio set, audiovisual and lighting systems for the newly remodeled Multimedia Services Studio, as further described in a statement of work (the "Services"); and

WHEREAS, the County finds that Utter Associates dba ZTransform, LLC (Contractor) is specially positioned to provide the Services due to it being the vendor that originally developed the designs, plans, and specifications and also due to its specialized credentials, expertise, and training such that the award of a non-competitive contract is justified in order to avoid excessive additional costs and project delays, and

WHEREAS, the County finds Contractor qualified to provide for the integration of the studio set, audiovisual, and lighting systems for the Multimedia Services Studio Remodel Project; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. RESERVED

B. CONTRACTOR RESPONSIBILITIES

- B.1** Provide all equipment and work necessary to complete the Scope of Work (Attachment B), which represents the entire and integrated agreement between County and Contractor, and all other representations or statements, whether verbal or written, are merged herein.
- B.2** Contractor will comply with the Scope of Work and will satisfactorily complete all necessary work in an expeditious manner with completion occurring no later than 90 days from issuance of a Notice to Proceed from the County.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Director of the Project and Facilities Management Department or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of

this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. To the extent this Contract is federally funded, Contractor shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Reserved.

C.47 Prevailing Wage Laws

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C. 49 Reserved.

C.50 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Contractor has disclosed to the County using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

C.51 Reserved.

C.52 Reserved.

C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.54 Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

C.56 Reserved.

D. TERM OF CONTRACT

This Contract is effective as of **June 23, 2026** and expires **November 23, 2026**; but may be terminated earlier in accordance with provisions of this Contract.

E. Reserved.

F. FISCAL PROVISIONS

- F.1** The maximum amount of payment under this Contract shall not exceed **\$986,325**. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- F.2** Invoices shall be issued with a net sixty (60) day payment term with the corresponding Purchase Order number stated on the invoice.
- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that

Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 *Reserved.*

G.11.7 Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

G.11.8 Reserved.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

Utter Associates dba ZTransform LLC

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Ben Wolk

(Print or type name of person signing contract)

Title President

(Print or Type)

Dated: _____

5601 6th Avenue South, Suite 471

Address _____
Seattle, WA 98108

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Daniel Pasek, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Brenton Rankin, Interim Supervising Project
Manager, PFMD

Date _____

Reviewed/Approved by Department

►

Moe Yousif, Interim Director, PFMD

Date _____

ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to California Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code sections 1777.1 and 1771.1(o), the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <https://www.dir.ca.gov/dlse/debar.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County and the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

- v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due to the Contractor. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- c. At least monthly (at least once every 30 days), the Contractor and all subcontractors must submit electronic certified payroll records online to the Labor Commissioner, in a format prescribed by the Labor Commissioner. The County reserves the right to require Contractor and all subcontractors to submit certified payroll to the Labor Commissioner more frequently than monthly.
 - i. A contractor or subcontractor who fails to furnish electronic certified payroll records to the Labor Commissioner as required by Labor Code section 1771.4, is subject to a penalty by the Labor Commissioner of one hundred dollars (\$100) per day, until such payroll records are furnished, not to exceed a total penalty of five thousand dollars (\$5,000) per project.
 - ii. This requirement does not apply to public works projects \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work. However, the Contractor must still keep accurate certified payroll records and retain those records, as specified in Labor Code section 1776, for at least three years after completion of the work.

6. Limits on Hours of Work:

Pursuant to Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Jobsite Notices

This project is subject to compliance, monitoring, and enforcement by the DIR. As required by the DIR, Contractor is required to post jobsite notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

9. Registration with the DIR (Labor Code section 1725.5)

- a. Contractor must be registered with the DIR to bid or submit a proposal on this project, unless the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code sections 1771.1(a) and 1725.5(f).
 - i. An inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
 - 1) The subcontractor is registered prior to the bid opening.
 - 2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee.
 - 3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

- b. Contractor must be registered with the DIR (unless an exception applies) to be awarded a contract or perform any work on this project. No contractor or subcontractor may be awarded a contract for a public work project or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 (unless an exception applies).
 - i. A contract entered into with any contractor or subcontractor in violation Labor Code section 1725.5 shall be subject to cancellation.
 - ii. If the Labor Commissioner determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with Labor Code section 1771.1, the contractor or subcontractor is subject to civil penalties of one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000), payable to the state. Contractor may also be subject to additional penalties, up to an additional \$10,000, for entering into a contract with an unregistered subcontractor.
 - iii. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered with the DIR, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until they are registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work. Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner shall be paid at their regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days. Failure of a contractor or subcontractor to observe a stop order issued and served upon them is guilty of a misdemeanor punishable by imprisonment in county jail up to 60 days or by a fine of up to ten thousand dollars (\$10,000), or both.
- c. To qualify for registration with the DIR, Contractor must meet all requirements listed in [Labor Code Section 1725.5](#).
- d. Registration with the DIR is not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable trades or crafts (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training contributions for each apprenticeable hour employed on the Contract to either the local training fund or the California Apprenticeship Council; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exemption is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the prevailing rate of per diem wages for apprentices in the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Unless otherwise provided by a collective bargaining agreement, when the Contractor requests the dispatch of an apprentice to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, Contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.
- c. Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training, or the rules and regulations of the California Apprenticeship Council.

2. Compliance with Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140) to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted must include the contractor's name, address, telephone number and state license number; the full name and address of the public work

awarding body; the exact location of the public work site; the date of the contract award; an estimate of journeyman hours to be performed under the contract; the number of apprentices proposed to be employed; and the approximate dates the apprentices would be employed.

- b. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- c. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice (to do this use DAS Form 142)*.
- d. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- e. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
- f. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- g. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft or trade must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman, not including overtime hours. If Contractor has agreed to be covered by an apprenticeship program’s standards, Contractor must employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, which cannot be less than the 1 to 5 ratio required above.
 - ii. Contractor must attempt, to the greatest extent possible, to employ apprentices during the same time period that the journeyman in the same craft or trade are employed at the jobsite. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts or trades are denoted with a pound symbol “#” in front of the craft or trade name on the prevailing wage determination.
 - iii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iv. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
 - v. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - vi. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vii. Apprentices employed to fulfill the requirements of Labor Code section 1777.5 must be registered apprentices who are training under apprenticeship standards that include the work processes that the Contractor will perform on the project. Where a Contractor employs apprentices under the rules and regulations of the California Apprenticeship Council, apprentices must, at all times work under the direct supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- h. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts or trades on public works projects, must make training fund contributions to the California Apprenticeship Council, in the amount established by the Director of the Department of Industrial Relations as the prevailing amount for apprenticeship training contributions in the area of the public works site.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors may take as a credit for payments to the Council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project.
 - iv. Training fund contributions are due and payable on the 15th day of the month for work performed during the preceding month.
- i. Submit a Verified Statement within 60 Days of Conclusion of Work Under the Contract
 - i. Each contractor and subcontractor must submit a verified statement of the journeyman and apprentice hours performed on the contract, which information shall be public and retained by the apprenticeship programs for 12 months.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - ii. When the Contractor has a direct contract with the public agency that is under \$30,000.
 - iii. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - iv. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720 et seq.

4. Exemption from Apprenticeship Ratios:

- a. The Administrator of Apprenticeship may grant a certificate exempting the Contractor from the 1-to-5 ratio set forth in this Section if Contractor can show that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen
- b. An apprenticeship program has the discretion to grant a certificate to a participating contractor or contractor association which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. Assignment of an apprentice to any work performed under the Contract documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- c. When an exemption from subsection b. above is granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility for compliance with this Section for all apprenticeable trades or crafts is solely and exclusively that of the Contractor. Violations of Labor Code section 1777.5 are subject to penalties pursuant to Labor Code section 1777.7, as determined by the Labor Commissioner.

ATTACHMENT B - SCOPE OF WORK

2. REQUIRED SCOPE OF WORK – MULTIMEDIA PRODUCTION

Multimedia Production & Studio Environment for San Bernardino County

ZTransform shall provide all equipment noted, labor, supervision, engineering, coordination, equipment integration, installation, testing, commissioning, documentation, and training required to deliver a turn key fully functional multimedia production and studio environment for San Bernardino County.

The work shall include the build-to design, procurement, integration, installation, configuration, testing, and commissioning of the systems described herein, together with all associated project management, coordination, and close-out deliverables necessary to achieve a complete and operational system.

A detailed Bill of Materials, together with any proposed system updates, substitutions, clarifications, or design refinements, shall be included with the ZTransform's response.

Vendor proposals shall include five reference projects executed within the past five years in their response. These reference projects shall be similar in scope to the San Bernardino proposed environment.

2.1.1. PROJECT MANAGEMENT AND COORDINATION

ZTransform shall provide complete project management and coordination services from project initiation through final close-out. At a minimum, the ZTransform shall:

- Assign a dedicated Project Manager to serve as the primary point of contact for the County.
- Develop and maintain a project plan identifying milestones, dependencies, deliverables, sequencing, and resource allocations.
- Provide weekly written status reports summarizing completed activities, upcoming work, schedule status, open issues, risks, and mitigation actions.
- Coordinate with County representatives, facility personnel, third-party trades, and applicable vendors throughout the project.
- Manage procurement, delivery logistics, staging, installation sequencing, testing, commissioning, documentation, and close-out activities.

2.1.2. NETWORK INFRASTRUCTURE AND POWER PROTECTION

ZTransform shall design, furnish, install, configure, and validate the foundational network and power systems required to support studio and production operations. At a minimum, the work shall include:

- Broadcast-capable network switching hardware and associated configuration.
- Network topology design, including segmentation, VLAN structure, routing, and traffic management appropriate for media workflows.
- Rack-mounted uninterruptible power supply (UPS) systems for protection of critical equipment.
- Structured cabling, patching, termination, labeling, and routing in accordance with industry standards.
- End-to-end validation of bandwidth, latency, redundancy, quality of service, and overall network performance.

ATTACHMENT B - SCOPE OF WORK

2.1.3. TECHNICAL FURNITURE: CONSOLES, BAYS, AND EQUIPMENT RACKS

ZTransform Lighting shall furnish and install all required technical furniture and rack infrastructure necessary to support the multimedia production environment. At a minimum, the work shall include:

- Equipment racks, rack accessories, mounting hardware, and cable management components.
- Off-site prefabrication and pre-wiring of rack assemblies where practical to reduce on-site installation time and risk.
- Mounting, dressing, labeling, and cable management of all installed devices in accordance with industry best practices.
- Ergonomic operator consoles suitable for control room and studio operations.
- Delivery, placement, anchoring, and final positioning of racks and consoles in accordance with approved room layouts.

2.1.4. PODCAST PRODUCTION SYSTEMS

ZTransform shall furnish and integrate a complete podcast production system supporting professional audio and video recording workflows. At a minimum, the work shall include:

- Microphones, mixers, interfaces, monitoring systems, and associated signal infrastructure.
- Camera systems to support video-enabled podcast production.
- Signal flow configuration, gain staging, and workflow tuning.
- Integration with County-provided or County-approved storage and media asset management workflows.
- Functional and performance testing to verify professional-quality audio and video recording output.

2.1.5. STUDIO AUDIO AND INTERCOM SYSTEMS

ZTransform shall furnish and integrate all studio audio and production communications systems required to support talent, operators, and production staff. At a minimum, the work shall include:

- Wireless microphone systems, DSP platforms, playback systems, and monitoring equipment.
- Intercom systems, including panels, belt packs, wireless communications devices, and related infrastructure.
- Audio routing, equalization, dynamics processing, and preset configuration.
- Integration of audio and communications systems with the studio and Production Control Room workflows.

2.1.6. STUDIO VIDEO SYSTEMS

ZTransform shall furnish and integrate the core studio video systems required for production operations. At a minimum, the work shall include:

- PTZ and/or studio camera systems, together with associated control systems.
- Teleprompters, tally systems, studio clocks, and talent-facing monitors/displays.
- Camera shading, color matching, frame synchronization, exposure balancing, and related video system setup.
- Routing and signal-path configuration to ensure format compatibility, operational consistency, and system reliability.

ATTACHMENT B - SCOPE OF WORK

2.1.7. PRODUCTION CONTROL ROOM SYSTEMS

ZTransform shall furnish and integrate a complete Production Control Room (PCR) supporting live, live-to-tape, and recorded productions.

PCR AUDIO

The PCR audio scope shall include, at a minimum:

- Audio monitoring systems, mixers, communications interfaces, and related equipment.
- Audio routing integration, loudness management, and program mix configuration.

PCR VIDEO

The PCR video scope shall include, at a minimum:

- Video switchers, routers, multiviewers, conversion equipment, and monitoring systems.
- Synchronization, clocking, and timing systems.
- Operator workstations and control positions arranged for efficient workflow.
- End-to-end testing of program, preview, auxiliary, monitoring, and recording signal paths.

2.1. 8. VIDEO OPERATIONS BOOTH

ZTransform shall furnish and integrate a Video Operations Booth (VOB) to support monitoring, ingest, and quality control functions. At a minimum, the work shall include:

- KVM systems and operator workstations.
- Monitoring paths and displays to support multi-source visibility and quality control.
- Validation of ingest, recording, playback, and routing workflows.
- Integration with production systems to provide full visibility of production-critical signals.

2.1.9. SET TECHNOLOGY – BASE AND ADVANCED

ZTransform shall furnish and integrate on-set display and technology systems necessary to support studio production environments.

BASE SET TECHNOLOGY

Base set technology shall include, at a minimum:

- Standard displays, monitors, small-format cameras, and associated mounting and cabling.
- Integration into the studio routing, monitoring, and control architecture.

ADVANCED SET TECHNOLOGY

Advanced set technology, where included in the ZTransform's proposed solution or required by the final system design, shall include:

- Large-format and specialty display systems.

ATTACHMENT B - SCOPE OF WORK

- Automated set-technology components, including robotic or motion-enabled systems where applicable.
- Full integration with PCR and studio production workflows.

2.1.10. ASSET MANAGEMENT SYSTEM

ZTransform shall furnish, configure, and integrate a media asset management system supporting ingest, editing, storage, retrieval, and archive workflows. At a minimum, the work shall include:

- Installation and configuration of servers, storage systems, ingest workstations, and user clients required for the proposed workflow.
- Development and configuration of metadata structures, ingest templates, folder hierarchies, and user access workflows.
- Integration with studio, podcast, PCR, and related production systems.
- Validation of ingest, storage, retrieval, and content delivery workflows.
- User training and operational documentation.

2.1.11. TESTING, COMMISSIONING, AND ACCEPTANCE

ZTransform shall provide complete system testing, commissioning, and acceptance support for all systems included in the scope of work. At a minimum, the ZTransform shall:

- Perform functional testing of all installed systems and signal paths.
- Verify interoperability between audio, video, control, communications, storage, and asset management systems.
- Correct deficiencies identified during testing prior to final acceptance.
- Support County review, final acceptance testing, and resolution of punch-list items.

2.1.12. DELIVERABLES

ZTransform shall provide the following deliverables as part of the base scope:

- Finalized and/or updated system design package.
- Detailed Bill of Materials.
- Project schedule and implementation plan.
- Weekly project status reports.
- Fully assembled, configured, and tested rack systems, where applicable.
- Installation and integration of all systems included in the scope.
- Testing, commissioning, and acceptance documentation.
- Complete as-built documentation at project close-out.
- Operations and maintenance documentation.
- User training for County personnel.

ATTACHMENT B - SCOPE OF WORK

3. REQUIRED SCOPE OF WORK - STUDIO SET AND LIGHTING SYSTEMS

FX Lighting shall provide all labor, supervision, fabrication, coordination, documentation, design support, integration support, and related services necessary to furnish and implement the studio set and lighting systems described herein for San Bernardino County.

The work shall include scenic fabrication and installation, studio lighting evaluation and upgrade recommendations, lighting design documentation, installation support, post-installation review, and final close-out documentation, as applicable to the FX Lighting's scope.

3.1.1. SCENIC ELEMENTS

FX Lighting shall furnish, fabricate, deliver, and install all scenic elements required for the production studio environment. At a minimum, the scenic scope shall include:

- Fabrication and installation of a custom-designed production studio set.
- Scenic construction incorporating laminated, dimensional, acrylic, and fabric-finished surfaces as required by the approved design.
- RGBW LED color-changing scenic elements, white puck lighting, and DMX-compatible decoders integrated into the scenic package.
- Coordination with the technology integrator to accommodate and integrate monitors and display devices into the scenic construction.
- Furnishing and installation of a mobile anchor desk.
- Furnishing and installation of a mobile monitor cart.
- Furnishing and installation of a mobile demonstration table.
- Furnishing and installation of a podium.
- Furnishing and installation of a four-screen photography roller system.
- Furnishing and installation of the podcast room scenic package, including furniture, acoustical wall treatments, and RGBW LED lighting elements.
- Provision of installation supervision and all required installation labor for the scenic scope.
- Coordination with the General Contractor and County representatives regarding installation schedule and site access.
- Coordination with County engineering representatives to ensure that the scenic construction complies with applicable code requirements and project constraints.

3.1.2. STUDIO LIGHTING EVALUATION AND UPGRADE REQUIREMENTS

FX Lighting shall provide a comprehensive evaluation and upgrade plan for the studio lighting systems within the designated spaces. The lighting scope shall be based on the County's production goals, visual standards, and studio-specific operating requirements, and shall incorporate current-generation LED studio lighting technology where appropriate.

At a minimum, FX Lighting shall provide the following services.

ATTACHMENT B - SCOPE OF WORK

EVALUATION OF COUNTY-PROVIDED INFORMATION

FX Lighting shall review and assess all lighting-related information provided by the County, including but not limited to:

- Existing lighting equipment inventories.
- Identification of any fixtures or lighting components the County may wish to retain and reuse.
- Existing lighting grid layouts.
- Existing studio lighting plots and related documentation.

This review shall establish the baseline condition of the current lighting system and identify opportunities for modernization, improved performance, and enhanced operational flexibility.

FIXTURE REPLACEMENT RECOMMENDATIONS

Based on the documentation review and the operational requirements of the studio, FX Lighting shall:

- Evaluate existing luminaire types, age, condition, and capabilities.
- Develop recommendations for replacement fixtures using current-generation LED studio lighting products.
- Tailor fixture recommendations to the specific production needs of each studio, including anticipated camera positions, shot composition, scenic layout, and production workflow.
- Ensure that recommended systems support improved energy efficiency, color performance, control flexibility, and operational reliability.

LIGHTING CONSULTATION AND TECHNICAL GUIDANCE

FX Lighting shall provide technical consultation and guidance to support the County's review and selection of the proposed lighting systems. At a minimum, this shall include:

- Technical guidance regarding current LED studio lighting technologies and their suitability for the project.
- Product cut sheets for all proposed lighting equipment.
- A detailed proposed lighting equipment list.
- Lighting equipment pricing.
- A formal written lighting proposal summarizing the recommended solution.
- Preliminary lighting plots.
- Final lighting plots reflecting the approved system design.

3.1.3. ON-SITE STUDIO EVALUATION

If included in the base bid or if requested by the County as an additional service FX Lighting shall perform on-site evaluations of County studio facilities. Such evaluations shall include:

- Review of existing lighting rigs and real-world operating conditions.
- Discussions with County personnel regarding production requirements, challenges, and desired outcomes.

ATTACHMENT B - SCOPE OF WORK

- Identification of opportunities to improve lighting quality, consistency, efficiency, and control.

If on-site evaluations are not included in the FX Lighting's base scope, FX Lighting shall clearly identify such services as an optional or alternate item.

3.1.4. LIGHTING INSTALLATION SUPPORT

FX Lighting shall provide installation support services for the lighting system implementation.

INSTALLATION PHASE SUPPORT

During installation, FX Lighting shall provide:

- On-site direction and oversight for installation of new lighting equipment.
- Real-time guidance to verify correct fixture placement, mounting, aiming, DMX routing, addressing, and control configuration.
- Recommendations to optimize lighting angles, coverage, control settings, and overall implementation.

Unless otherwise specified elsewhere in the RFP, the County shall provide the required installation labor for the lighting scope. FX Lighting's proposal shall clearly identify the extent of on-site supervision, programming, commissioning, and support included.

POST-INSTALLATION REVIEW

Following installation, FX Lighting shall provide a post-installation review that includes:

- Evaluation of the newly installed lighting systems.
- Recommendations for final adjustments, tuning, and optimization.
- Confirmation that the lighting system meets the intended artistic and technical performance objectives.

3.1.5. FINAL DOCUMENTATION AND CLOSEOUT

Upon completion of installation and system optimization, FX Lighting shall provide final lighting documentation sufficient to support ongoing operation and maintenance. At a minimum, this shall include:

- Updated lighting documentation.
- Revised lighting plots.
- Fixture schedules.
- Final technical paperwork necessary to support operational consistency and future maintenance.

3.1.6. COORDINATION REQUIREMENTS

FX Lighting shall coordinate its work with the County, the General Contractor, and other project trades as required to achieve a complete and properly integrated installation. This shall include coordination related to:

- Installation schedule and sequencing.

ATTACHMENT B - SCOPE OF WORK

- Site access and work restrictions.
- Scenic integration with monitor/display systems.
- Lighting system compatibility with scenic, production, and control requirements.
- Compliance with applicable code and facility requirements.

3.1.7. OWNER RESPONSIBILITIES / WORK BY OTHERS

Unless otherwise identified elsewhere in the RFP, San Bernardino County shall provide or be responsible for the following items:

- Existing equipment lists, lighting grid layouts, and current lighting plots, if available.
- At least one member of the County's technical staff to participate in equipment training and installation coordination.
- Installation labor for the lighting system scope, where specifically identified as County-furnished.
- Any work not expressly included in the FX Lighting's scope.

3.1.8. EXCLUSIONS

Unless specifically required elsewhere in the RFP or included by formal amendment, the following items are excluded from the lighting FX Lighting's scope:

- Furnishing or installation of lighting grid infrastructure.
- Electrical design work.
- Electrical construction work, including installation of branch circuits, receptacles, power outlets, or related power-distribution modifications.
- Changes to the approved scope not expressly identified in the ZTransform + FX Lighting's proposal.

Any requested change to the approved scope of work after award shall be handled in accordance with the project's change order procedures.

ATTACHMENT B - SCOPE OF WORK

5.3. BILL OF MATERIALS

The models and devices listed below are indicative of actual elements to be used in the facility. Models subject to change based on availability and updated design at time of order.

ZTransform BOM

Group	Manufacturer	Part	Description	Qty
Broadcast Network	Cisco	SG350X-48MP-K9	Network Switch	2
Broadcast Network	APC	SMART-UPS 2.2kVA	UPS: Rack Mount 2RU	2
Broadcast Network				
01 Consoles + Bays + Racks	Middle Atlantic	TBD	19" Equipment Rack 44 RU w/accessoires	1
01 Consoles + Bays + Racks	Middle Atlantic	TBD	19" Equipment Rack 22 RU w/accessories	1
01 Consoles + Bays + Racks	Forecast Consoles	Custom	Console: 5 Bays (TD, CG, Robo, Prompter, A1)	1
01 Consoles + Bays + Racks	Forecast Consoles	Custom	Custom Podcast Console (Guest plus Control)	2

ATTACHMENT B - SCOPE OF WORK

01 Consoles + Bays + Racks Total				
03 Podcast	BlackMagicDesign	ATEM Mini Pro ISO	Video Switcher	1
03 Podcast	Mackie	MC-100	Headphones	5
03 Podcast	Oben	CCT-1000	Camera Tripod Tabletop Carbon Fiber	3
03 Podcast	RODE	DS1	Desktop Microphone Stand	4
03 Podcast	RODE	PodMic	Microphone	4
03 Podcast	RODE	RODECaster Pro	Mixer	1
03 Podcast	Samsung	4TB T7 Shield Portable SSD	4TB T7 Shield Portable SSD	3
03 Podcast	Samsung	SR35	Monitor: 24"	1
03 Podcast	Sony	a7R V	4K Camera	3
03 Podcast	Sony	FE 16-35mm f/2.8 G Lens	FE 16-35mm f/2.8 G Lens	3
03 Podcast	Miscellaneous	TBD	Cables: microphone 25'	5
03 Podcast Total				
05 Studio Audio + Intercom	Clear-Com	FreeSpeak II	Intercom PL System, Wireless: 5 drop	1
05 Studio Audio + Intercom	Shure	USXD1-H50	Digital Bodypack Transmitter TA4M	4

ATTACHMENT B - SCOPE OF WORK

05 Studio Audio + Intercom	Shure	WL185	Lavalier Microphone Cardiod w/TA4F connector	4
05 Studio Audio + Intercom	Shure	ULXD4Q-H50	Quad-Channel Digital Wireless Receiver	1
05 Studio Audio + Intercom	KRK	ROKIT 8 G4 Bundle w/Stand	ROKIT 8 G4 Bundle w/Stand (MS-90-45B)	1
05 Studio Audio + Intercom Total				
05 Studio Video	Panasonic	AW-UE150	Camera: PTZ 4K	3
05 Studio Video	Panasonic	AW-RP150GJ	Camera Controller	1
05 Studio Video	Tekskil	System 2	Network Pedestal PTZ Teleprompter System	3
05 Studio Video	Tekskil	Q30	PTZ-26 Camera Prompter Capsule	3
05 Studio Video	Tekskil	D17	19P-T 19" Prompter Monitor Display 3G/HD/SD-SDI and Composite inputs, 12 VDC Power Distribution, 1000 Nits Brightness, 2000:1 Contrast	3
05 Studio Video	Tekskil	DG38	PS160 12VDC 11.0 Amp Power Supply	3

ATTACHMENT B - SCOPE OF WORK

05 Studio Video	Tekskil	Q65	PED319 Elevation Column w/100 Presets	3
05 Studio Video	Tekskil	Q51	Pan Bar Kit for the PED319	3
05 Studio Video	Tekskil	Q45	PAN370 $\pm 185^\circ$ Rotation motorized Pan Table w/100 Presets	3
05 Studio Video	Tekskil	Q52	3-Button Tethered Controller for Pedestal and Pan Table (Wired)	3
05 Studio Video	Tekskil	DG40	Extended Truss Assembly Mounts a Program Monitor and/or Clock underneath a PTZ enclosure (Q30)	3
05 Studio Video	Tekskil	TA32	Network Clock Display	3
05 Studio Video	Tekskil	TA96+	TallyCAM Plus	3
05 Studio Video	Tekskil	TA39	22A-HD 12VDC 22" Talent Monitor	3
05 Studio Video	Tekskil	Lot Cables	Complete Internal System Wiring to the Pedestal Leg Interface	3
05 Studio Video	Tekskil	TCH/SVR	Tekskil Control Hub/Server	1
05 Studio Video	Tekskil	Commissioning: On-Site	Commissioning: On-Site men/2 days	1
05 Studio Video	TBD	TBD	Computer: Laptop 17" Touchscreen	1

ATTACHMENT B - SCOPE OF WORK

05 Studio Video	GVM	GP-120QD	Motorized Carbon Fiber Video Slider (48") B&H # GVGP120QD MFR # GP-120QD w/accessories	1
11 Set Tech Base Model	Samsung	TBD	55" OLED Monitor (PGM replay in-studio)	1
05 Studio Video	TBD	TBD	Monitor Stand w/casters	1
05 Studio Video	Sony	a7R V	4K Camera	1
05 Studio Video	Sony	FE 16-35mm f/2.8 G Lens	FE 16-35mm f/2.8 G Lens	1
05 Studio Video	Manfrotto	MVK504XCTALL	Camera 504X Head + 536 Tripod	1
05 Studio Video	Manfrotto	114	Camera Tripod Dolly	1
05 Studio Video Total				
07 PCR Audio	KRK	ROKIT 8 G4 Bundle	ROKIT 8 G4 Bundle w/Stands (MS-90-45B)	1
07 PCR Audio	Mackie	1402VLZ4	Analog Audio Mixer	1
07 PCR Audio Total				
07 PCR Video	BlackMagicDesign	ATEM Television Studio 4K8	4K Switcher	1
07 PCR Video	BlackMagicDesign	SmartScope Duo 4K	Dual 8" Monitors with scopes	1

ATTACHMENT B - SCOPE OF WORK

07 PCR Video	BlackMagicDesign	SmartView 4K	4K Monitor Rack Mount Video	2
07 PCR Video	BlackMagicDesign	HyperDeck Studio 4K Pro	4K Video Recorder	5
07 PCR Video	Samsung	TBD	55" OLED Monitor (on-set)	1
07 PCR Video	Ensemble Designs	3RUFRM	Avenue 3RU Frame	1
07 PCR Video	Ensemble Designs	5020	Avenue 3RU Redundant Power	1
07 PCR Video	Ensemble Designs	5030	Avenue 3RU System Control Module	1
07 PCR Video	Ensemble Designs	5150	DA: Analog Video AES TLS 1x9	4
07 PCR Video	Ensemble Designs	9110	DA: 3G/HD/SD/ASI 1x8 Reclocking	2
07 PCR Video	Ensemble Designs	9125	DA: 3G/HD/SD/ASI 2x4 Reclocking	2
07 PCR Video	Ensemble Designs	9400	SPG 3G Sync Pulse Gen & Test Gen	1
07 PCR Video	Ensemble Designs	9400 GPS	SPG Option: GPS	1
07 PCR Video	ESE	ES-208A	DA: Analog Video 1 x 12	1
07 PCR Video	ESE	ES-218-XLR	DA: Analog Audio - LTC	1

ATTACHMENT B - SCOPE OF WORK

07 PCR				
Video	ESE	ES-943U RED	Wall Mount Clock Display	4
07 PCR				
Video	Various	Various	Terminal Gear: Contingency	1
07 PCR				
Video Total				
09 VOB	Sony	PCM-D10	Portable Audio Recorder	2
09 VOB				
Total				
11 Set Tech				
Base Model	Samsung	TBD	55" OLED Monitor (on-set displays)	2
12 Set Tech				
Base Model	TBD	TBD	Monitor Stand w/casters	2
13 Set Tech				
Base Model	Samsung	TBD	42" Monitor (Front of Anchor Desk)	1
14 Set Tech				
Base Model	TBD	TBD	PC's for sourcing Set Displays	3
15 Set Tech				
Base Model	AJA	Hi5-Plus	Various Converters etc	3
11 Set Tech				
Base Model				
Total				
13 Set Tech				
Advanced	Samsung	TBD	75" OLED Monitor (in-set backdrop wall)	6
14 Set Tech				
Advanced	Samsung	TBD	55" OLED Monitor (on-set displays)	2

ATTACHMENT B - SCOPE OF WORK

15 Set Tech				
Advanced	TBD	TBD	Monitor Stand w/casters	2
16 Set Tech				
Advanced	Samsung	TBD	42" Monitor (Front of Anchor Desk)	1
17 Set Tech				
Advanced	TBD	TBD	PC's for sourcing Set Displays	5
18 Set Tech				
Advanced	AJA	Hi5-Plus	Various Converters etc	5
13 Set Tech				
Advanced				
Total				
19 Asset				
Management	SNS	SNS SVC934S-4B	COMPLETE Standard Support EVO Prodigy	1
19 Asset			EVO Prodigy Desktop 4x6TB; EVO Prodigy Desktop	
Management	SNS	SNS 4BDT24TB EVO	Base	
			System: 24 TB RAW (4 x 6TB SATA 6Gb/s)	1
19 Asset				
Management	SNS	SNS SVC205	HOURLY TRAINING REMOTE	1
19 Asset				
Management	SNS	SNS SVC200- INSTALL-PH	Phone Installation/Configuration Service	1
19 Asset				
Management				
Total				

ATTACHMENT B - SCOPE OF WORK

FX Lighting Group Service Description

Lighting Design Services

Includes: Consultation, Project coordination, After Sales Support, and Final Documentation.

On-Site Lighting Services

Includes: On-site Lighting Designer for (6) Days to direct hang, focus, programming, training and to accurately document installation. Includes all travel expenses.

Client to provide (2) trainees (preferably from the station, who will directly be working with the lighting systems on a regular basis) Assists from the station are preferred so that FX can familiarize the individuals who will be working with the lighting equipment with knowledge of install and operation of the studio lights. On-site training is provided during the entirety of the install.

Outsourced lighting labor is included in the lighting services cost. If client supplies lighting install labor, price can be reduced.

2 Day Trip for Minor Talent / Camera Adjustments

Two Day return trip to adjust and fine tune lighting, programming, and offer advanced training after client launches.

Ikan LBX8 - Lyra low profile Soft Studio Light-Bicolor

Includes: (33) Ikan LBX8 low profile Bicolor 50w Soft LED Fixtures with Power Cable, Yoke, Barndoors, & 3yr Manufacturer Warranty.

ATTACHMENT B - SCOPE OF WORK

Ikan LBX8-POE – Lyra low profile Soft Studio Light-Bicolor

Includes: (10) Ikan LBX8-POE Bicolor 50w Soft LED Fixtures with POE connection, Yoke, Barndoors, & 2yr Manufacturer Warranty.

Ikan HF-150 - 150W 4" Bicolor Fresnel

Includes: (12) Ikan HF-150B Bicolor 150w Fresnel LED Fixtures with Power Cable, Yoke, Barndoors, & 3yr Manufacturer Warranty.

Chauvet Ovation - E-2 Ellipsoidal

Includes: (2) Chauvet Ovation - E-2 Ellipsoidal 240w LED Fixtures with Power Cable, Yoke, Lens, & 2yr Manufacturer Warranty.

Ikan LBF60Z-POE

Includes: (5) Ikan LBF60Z-POE Bicolor 60w LED Fresnel Fixtures with POE Connection, Yoke, Barndoors, & 2yr Manufacturer Warranty.

Lighting Accessories

Includes: (64) C-Clamps, (52) Safety Cables, (2) Gobos, (43) soft light control screens.

Lighting Hangers/Hardware

Includes: (2) Floating lighting pipes, (8) Swivel Clamps

ATTACHMENT B - SCOPE OF WORK

Power Cable

Includes (4) pro-grade power strips. (Client is responsible to provide enough power in the lighting grid to power fixtures, minimum 12 individual outlets. The fixtures consume approximately 5,200 Watts Max Power/50 amps. Non-dimming Edison double duplex quad boxes are required).

DMX Cable

Includes: (15) 5' 5-pin DMX cables, (15) 10' 5-pin DMX cables, (15) 15' 5-pin DMX cables, (15) 25' 5-pin DMX cables, (4) 50' 5-pin DMX cables, (15) 35' Cat6 cables, (1) 5' Cat6 cables, (1) 3' Cat6 cables, (2) 5' Cat6 coupler.

Lighting Control

Includes: (1) DMX splitters, (2) USB to DMX Converter, (1)ETC EOS license key, (1) Ikan license key, (1) 24-port IKM4250-26G4F-POE++ network A/V switch, (2) Windows 11 Mini PC, (2) Monitor-KVM combo packs.

Consumables

Includes: (1) roll black gaffer's tape, (1) roll black foil wrap, (1) roll spike tape, (1) Roll R112 Roscolux diffusion, (2) pack cables ties, (2) roll Velcro straps, & misc. flagging materials.

Shipping

Shipping costs are estimated and are subject to change.



ATTACHMENT C

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Utter Associates, Inc. dba ZTransform
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Ben Wolk
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
Ben Wolk
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☐

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☐

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.