



**CONTRACT NUMBER MA-017-17011199**  
**BETWEEN**  
**COUNTY OF ORANGE**  
**AND**  
**NETWORK TELEVISION TIME, INC.**  
**FOR**  
**VIDEO AND EQUIPMENT SERVICES**

This Agreement, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County,” and Network Television Time, Inc., with a place of business at 1014 South Westlake Blvd., Suite 14-305, Westlake Village, CA 91361-3133; hereinafter referred to as “Contractor,” with County and Contractor sometimes referred to as “Party”, or collectively referred to as “Parties.”

**RECITALS**

**WHEREAS**, Contractor responded to a Request for Proposal (RFP) for providing Board of Supervisors (BOS) Video and Equipment Services as further set forth herein; and

**WHEREAS**, the Contractor responded and represented that its proposed products/services shall meet or exceed the requirements and specifications of the RFP; and

**WHEREAS**, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into this Contract;

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

**County General Terms and Conditions**

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or his designee, hereinafter “Purchasing Agent.”
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance by County and in accordance to Attachment B, Cost/Compensation for Contracted Services.
- G. Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- P. Insurance Provision:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

| Coverage  | Minimum Limits                                      |
|---|---|
| Commercial General Liability  | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | \$1,000,000 combined single limit per occurrence    |
| Workers' Compensation   | Statutory   |
| Employers' Liability Insurance  | \$1,000,000 per occurrence                          |

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. Freight (F.O.B. Destination):** Intentionally Omitted.
- X. Pricing:** The Contract bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. Waiver of Jury Trial:** Intentionally Omitted.
- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- FF. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- II. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this

Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

### **Additional Terms and Conditions**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
2. **Contract Term:** This Contract shall commence on April 1, 2017, upon approval by County of Orange Board of Supervisors and shall continue in effect through March 31, 2020, unless otherwise terminated by County. Contract may be renewed for two (2) additional one-year consecutive terms, upon written agreement of the Parties. County is not required to give reason or rationale in the event that it elects not to renew this Contract.
3. **Regional Cooperative Agreement:** Regional Cooperative Agreements (RCA) awarded by the County of Orange are intended to be used as cooperative agreements against which individual subordinate contracts may be executed by participating County departments and non-County public entities during the effective dates outlined herein. The RCA terms, conditions, and pricing shall be extended to all subordinate contracts issued in accordance with the RCA. Subordinate contracts shall be in full force and effect through their agreed upon termination date, unless otherwise terminated by the agency/department. County departments and non-County public entities shall issue subordinate contracts in their own names, and be solely responsible for all payment requirements. Contractor shall ensure that all subordinate contracts with non-County public agencies contain an indemnification clause in which the non-County agency indemnifies and holds harmless the County of Orange from all claims, demand actions, or causes of actions of every kind arising out of, or in any way connected with the use of County issued cooperative agreements. Failure to meet this requirement shall be considered a material breach of this RCA and grounds for immediate contract termination.
4. **Usage:** This is a partial usage contract. No guarantee is given by the County to the Contractor regarding the discretionary components of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
5. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
6. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of the Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.

7. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County with the Contractor’s concurrence has the discretion to request official changes at any time without changing the intent of this Contract.
- If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment; said Amendment shall be issued by the County-assigned DPA, shall require the mutual consent of all Parties, and may be prohibit the Contractor from proceeding with the work as set forth in this Contract.
8. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
9. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- i. Terminate the Contract immediately, pursuant to Section K herein;
  - ii. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - iii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - iv. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
10. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
11. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the county are expressly stated in the Contract.
12. **Contractor – Change in Ownership:** The Contractor agrees that if there is a change in ownership prior to completion of this Contract, the new owner will be required, under terms of sale, to assume this Contract and complete it to the satisfaction of the County.
13. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees and agents, associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.



- 14. Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 15. Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
- 16. Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.
- 17. Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
- 18. Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- 19. Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.
- 20. Contractor's Project Manager & Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, whose consent shall not be unreasonably withheld.
- The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.
- 21. Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven (7) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
- 22. Correspondence to DPA- Contract:** Any correspondence related to the terms, prices and conditions of this Contract must be directed to the agency/department purchasing division to the attention of the assigned DPA. Correspondence not directed through the DPA for resolution will not be regarded as valid.

County of Orange  
 Attn: Gabriela George  
 County Procurement Office  
 1300 S. Grand Ave., Bldg. A, 2nd Floor  
 Santa Ana, CA 92705

**23. County Of Orange Child Support Enforcement [Within Ten (10) Days Of Notification Of Selection For Award Of Contract]:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

**24. Data- Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

**25. Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the proposal being deemed non-responsible.

**26. Default:** In case of default by Contractor, the County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

**27. Disputes – Contract:**

- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable

period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

- i. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

**28. Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The organization's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation and employee assistance programs; and
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
  - i. Will receive a copy of the company's drug-free policy statement; and
  - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
- b. The Contractor violates the certification by failing to carry out the requirements as noted above.

**29. Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the

Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

- 30. Entire Contract:** This Contract and all of its attachments comprise the entire Contract between the Contractor and the County. Additional or new terms contained in this Contract, which vary from the Contractor's proposal, are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both Parties.
- 31. Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 32. Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.
- 33. Firm Price Quotes:** Prices quoted herein shall be firm for the duration of the Contract.
- 34. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this

warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- 35. Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
- 36. Limitations of Actions:** No action, regardless of form, arising out of this Contract may be brought by either party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either party, within two (2) years after a cause of action has arisen, provides the other party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying party concerning such cause of action, then the notifying party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.
- 37. Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 38. News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
- 39. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

**For Contractor:** Network Television Time, Inc.  
Bruce Arditte  
1014 S. Westlake Blvd., Suite 14-305  
Westlake Village, CA 91361

**For County:** **Project Management**  
CEO  
Carrie Braun, Project Manager  
333 W. Santa Ana Blvd  
Santa Ana, CA 92701  
(714) 834-7218  
Email: [Carrie.Braun@ocgov.com](mailto:Carrie.Braun@ocgov.com)

**Procurement Office**

County of Orange

County Procurement Office

Attention: Gabriela George

1300 S. Grand Ave., Bldg. A, 2nd Floor

Santa Ana, CA 92705

Email: [Gabriel.George@ocgov.com](mailto:Gabriel.George@ocgov.com)

- 40. Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
- 41. Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
- 42. Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 43. Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.
- The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.
- 44. Project Schedule:** The services performed under this Contract shall be done in accordance with the approved project schedule incorporated herein which may be revised at the option of the County with the Contractor's concurrence. The Contractor shall be responsible for schedule adherence as outlined herein.
- 45. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
- 46. Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

47. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
48. **Usage Reports:** The Contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen days of such request. The usage report shall include all information requested by County, in a format specified by County.
49. **Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.
50. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

--- SIGNATURE PAGE FOLLOWS---

**CONTRACT SIGNATURE PAGE**

Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**NETWORK TELEVISION TIME, INC.\***

*\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

Bruce Arditte

Print Name



Signature

President

Title

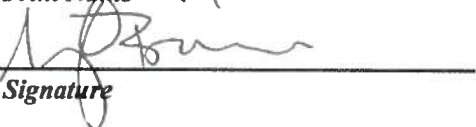
2/26/17

Date

*\*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

Nancy O'Brien

Print Name



Signature

CFO

Title

2-20-17

Date

\*\*\*\*\*

**COUNTY OF ORANGE, a political subdivision of the State of California**

Lynn Collins

Print Name



Signature

Purchasing Manager

Title



Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
County of Orange, California



Daniel Shephard, Deputy

2.21.17

Date

Approved by Board of Supervisors on: \_\_\_\_\_



# **ATTACHMENT A** **SCOPE OF WORK**

## **I. BACKGROUND**

Contractor shall provide County professional services and necessary equipment to provide video production, recording and duplication of regularly scheduled and special meetings of the County's Board of Supervisors for live distribution through the public Internet, County Intranet and through the provision of digital media to local cable systems. In addition, Contractor's services shall include maintaining an archive of previous Board meetings that are available to the public through an online searchable archive.

The County Board of Supervisors has twice monthly and special meetings. Most Board meetings are regularly scheduled and take place twice monthly on Tuesday mornings. Special meetings can be called with 24-hour or less notice to the Contractor. The Board of Supervisors has approximately 24 meetings per year. Meetings will unpredictably run late, stop short, have delayed starts and include scheduled and unscheduled recesses of variable lengths. Meetings may last more than six hours or less than 30 minutes.

## **II. CONTRACTOR RESPONSIBILITIES**

Contractor shall perform the services and duties described below:

### **1. Production of Board Meeting Broadcasts**

Contractor will produce a live video feed and video recording covering the entire length of all regular meetings of the County of Orange Board of Supervisors unless the Clerk of the Board or a designee provides 72-hour written notice canceling the regularly scheduled meeting. To perform these services, Contractor will provide and install television production equipment and provide the personnel necessary to create a live video feed and to create video recordings of the meetings. Contractor will be responsible for providing County a video feed that is considered by industry professionals to be of broadcast quality and meets broadcast technical standards.

The Board meetings are held in the Board Hearing Room of the County Hall of Administration located at 333 W. Santa Ana Blvd., Santa Ana, CA 92701. Board meetings begin at either 9:00 a.m. for presentations and/or at 9:30 a.m. for regular business on the second and fourth Tuesdays of the month unless canceled. A special meeting consisting of closed session items may be scheduled during the third Tuesday of the month but these meetings will not be televised unless previously arranged. However, the meetings must be noted on the Board Meeting Archive page. A meeting schedule is adopted by the Board annually and is subject to change including adding additional meetings or changing the scheduled meeting dates.

### **2. DVDs and other video media**

Contractor shall be responsible for making a minimum of six (6) DVD copies of each meeting to the specifications of County. Contractor shall also provide to Time Warner/Spectrum Cable a copy of each Board meeting in a format suitable for On-Demand recall of video content on the Time Warner system. DVDs shall be ready for mailing by no later than 8 a.m. the day following the Board meeting. DVD and other digital media requirements may vary among the cable systems and may change from time to time in the course of this Contract. If cable systems change their playback format during the course of this contract, it will be Contractor's responsibility to make any necessary equipment and system changes to continue providing media in the format desired.

Contractor must be able to accommodate the duplication of DVDs and videotapes in various formats. Distribution lists and formats will be provided by County upon execution of this Contract. Updates will be provided to Contractor by County as available.

Contractor will provide, upon request, additional duplicate DVDs or tapes to fulfill public or media requests. Additional duplicate DVDs or tapes will be available within a 72-hour turnaround time.

3. **On-Site Video Production**

Contractor will provide sufficient on-site staffing at least two (2) hours prior to the start of each Board meeting in order to test and ensure proper operation of all equipment.

4. **Equipment Responsibilities**

Contractor will provide, install, and maintain modern, up-to-date equipment and accommodate a six (6) high definition camera set-up in the Board Hearing Room. Cameras are to be permanently mounted in the Board Hearing Room and operated from a remote control room location. Camera shall have wide angles to cover all members of the Board of Supervisors, podium/public speakers and entire dais area.

Contractor shall provide preventive maintenance and repairs to their equipment at no additional cost to County. In addition, Contractor may need to upgrade equipment during the course of this contract to meet the playback requirements of the cable systems.

The County will not pay Contractor for any initial equipment purchases or any other initial expenditures related to equipment purchase or installation. The County will not specify what equipment and systems are required. The Contractor will propose the equipment and systems that in its opinion will best meet the County's needs.

For equipment installations, Contractor will provide the County an installation schedule by week, outlining the major installation milestones. This weekly installation schedule should provide the County a clear understanding of how long it will take Contractor to install all required equipment and systems, prior to the commencement of providing televising and other related services to County.

Contractor shall be responsible for all costs associated with de-installation and removal of all equipment upon termination or expiration of Contract.

5. **Quality**

All video shall be broadcast quality in terms of a clear video image, correctness of color and brightness level, clear audio signal and meet all other broadcast technical standards. The video feed will be produced to the satisfaction of the County.

Contractor shall maintain all equipment and systems in professional working order to provide extremely reliable service.

6. **Cabling**

Contractor shall install and be responsible for all cables needed to facilitate video production of Board meetings. Cables shall be installed in a manner that is safe, does not impede access to the Board Hearing Room or create a safety hazard, fire code or other code violation. The length of the cable run between the Board Hearing Room and the Control Room is estimated at three hundred (300) feet. The County will not specify what equipment and systems or cables are to be used.

7. **Lighting**

Contractor may conduct a lighting test to determine if additional lighting is required. If additional modifications to the Board Hearing Room are necessary to facilitate videotaping of the meetings, Contractor may submit recommendations to County's project manager.

8. **Graphics Production**

Contractor will provide on-screen, scrolling display of current agenda items, date, names and titles of regular meeting participants or speakers and provide other announcements as directed by the Clerk of the Board or designee. Contractor will provide closed captioning during the meetings and professional

graphics system capable of producing a variety of fonts and color styles. The meeting agenda text information, which is available on the County's website as a Word document in advance of each Board meeting, shall scroll at the bottom of the television screen. For the agenda items that are on the "Consent" portion of the meeting agenda, only those items that are pulled for discussion by the Board or by the public during the meeting will be scrolled. Meeting agendas are available the Wednesday two weeks prior to the Board meeting; any supplemental agenda items will be published the Friday prior to the Board meeting. Special meeting agendas are available approximately 24 hours prior to the meeting.

It is anticipated that Contractor will prepare the on-screen text information in advance of each meeting. The information displayed shall include 100% of the agenda item description provided with the official County agenda documents. The County will not accept a partial or abbreviated display of the agenda item description. Only a full and complete display of the agenda will be acceptable. An average Board meeting agenda may consist of between 50-150 agenda items.

All visual graphic items listed below shall also be included:

- a. County seal
- b. Meeting date
- c. Name and title of Supervisor or regular speaker
- d. Announcement directing viewers to website address to obtain meeting agenda
- e. Announcement directing viewers to meeting room if they wish to attend the meeting
- f. Future announcements as required by the County of Orange

At the conclusion of the broadcast, all DVDs or other media shall be labeled with the record date, disc or tape number in sequence, time code start of disc or tape, and time code end of disc or tape. After master media is labeled, media shall be delivered to County project manager or designee for mailing or other distribution.

#### 9. **Web Hosting/Streaming/Archiving**

Contractor will provide an Intranet and Internet video streaming solution for live streaming and archiving (hosting) of Board Meetings. Board Meetings will be archived for the duration of this contract. The streaming and archive solution proposed by the Contractor must be capable of searching archived video content by words contained within the Board Meeting agenda document, or the closed captioning text.

Contractor shall coordinate with County Information Technology staff the provision of an internal video feed accessible to County employees that will reduce bandwidth demands for viewing of Board meetings by County staff.

#### **General Functionality Required**

The Contractor solution must provide and support:

- o Unlimited Storage
- o Unlimited Viewers & Distribution
- o Unlimited Backups
- o Unlimited Systems monitoring
- o Unlimited 24x7 technical support

The solution shall include an intuitive webcasting management system available via any standard web browser and all necessary encoding hardware, (fully managed by the contractor).

The solution shall be able to encode in all of the following file formats: Windows Media Format, H.264, mp4, and mp3 audio, including the capability for on-demand streaming to popular mobile devices.

The solution shall allow for live rewind/fast forward and the ability to “clip” certain segments of the video to download embed or publish to alternate websites.

The solution shall include the ability to share video to the social grid.

### **Online and Mobile Distribution**

The solution shall include a fully integrated public record where the associated documents (agendas, minutes, staff reports, and index points) are published and cross-linked alongside the streaming video.

The solution shall be fully keyword-searchable and users should be able to drill down to any level of public information; searching through the meeting videos, closed captions, agenda, minutes, resolutions, etc. with advanced filters for data range, data type, etc.

The solution shall include a Native iPad Application to download and review the most recent agenda prior to and during a meeting.

The solution will include open standard functionality for viewing Board meetings live on mobile devices, including phones and tablets.

### **System Analytics & Reporting**

The solution shall include graphical reporting capabilities that includes number of streaming sessions.

### **Template Designs**

The solution shall include an option to create an online media channel.

## **10. Closed Captioning**

Contractor will provide simultaneous professional closed captioning of Board Meetings. Meeting participant names shall be displayed within the closed captioning text.

## **11. Meeting Transcripts**

Contractor will provide transcripts of Board Meetings derived from the closed captioning text. Transcript shall be provided to County via email, within twenty-four (24) hours of the conclusion of Board Meeting. Board Meeting transcripts shall be formatted on numbered pages.

## **12. Online Channel**

Contractor shall develop and host for County an online video channel for educational and informational video content about County agencies and departments. Video content for the online channel may be produced by Contractor under the Additional Services portion of this agreement.

## **13. Additional Services**

### **A. Editing of Board Meeting Broadcast**

Contractor shall be required to edit a Board Meeting broadcast pre-produced “program opening” and “program closing” onto the video before any duplication is performed.

### **B. Duplication of Board Meetings**

Contractor shall be required to provide a minimum of six (6) DVD copies of each Board Meeting broadcast. A reasonable number of additional DVD copies will be provided by Contractor within seventy-two (72) hours of County’s request, at no additional charge. Contractor shall author an MPEG 2 encoded Board meeting video into one (1) hour video segments and duplicate to thumb

drives in one hour video lengths. Contractor will be responsible for delivering to Time Warner/Spectrum Video On Demand distribution center at location in County to be determined.

**C. OC Online Channel Internet Web Hosting & Production**

1. Contractor shall provide (host) an Internet Online Channel.
2. Contractor shall videotape County personnel speaking during a Board meeting.
3. Contractor shall edit videos of County personnel with other on-screen information as may be provided.
4. Contractor shall encode videos in Windows Media file (.wmf) format.
5. Contractor shall upload WMF videos to Internet OC Online Channel.
6. Contractor shall remove videos from Internet OC Online Channel as may be requested.
7. Contractor shall provide all equipment for producing professional OC Online Channel videos including camera, lights, and required personnel as needed.

**D. Production of other Videos for County**

Contractor will provide, from time to time, and at the request of County, professional televising services to other County departments using the same systems used for Board Meetings. The content of these other videos may include internal training or special meetings.

**14. Miscellaneous Services Available**

- A. Upon County's written request, Contractor may provide a written quote listing any or all of the additional services specified in this Contract. The Miscellaneous Services shall be provided pursuant to the terms, on Attachment B, Section IV (hereinafter "Miscellaneous Services") at an additional cost to the County. All such Miscellaneous Services shall be provided only after mutual written agreement by the Parties.
- B. Contractor shall have the ability to provide the following Miscellaneous Services upon thirty (30) days request:
  - a. Spanish Language Translation (SAP);
  - b. Telephone audio monitoring of meeting;
  - c. Production, changes and revisions of informational County documentary to be used as opening sequence for each program of the Board meetings;
  - d. Archive of Board meetings to medium other than videotape such as CD, DVD or other emerging storage format;
  - e. On-line library of all programs of Board meetings which can be accessed over Internet;
  - f. Production, changes and revisions of any and all on-screen graphics, including County logo, on-screen identification of speakers and agenda items, and any other regularly appearing graphic information;
  - g. Production and duplication of videotaped programs of Board meetings in formats in addition to analog BETA SP, 3/4 inch UMATIC, SVHS, VHS and/or DVD;
  - h. Rental of production and duplication equipment required for the production and duplication of videotaped programs of Board meetings in formats in addition to analog BETA SP, 3/4 inch UMATIC, SVHS, VHS and/or DVD;
  - i. Video and audio distribution box to enable local television stations to access the feed from time to time;

- j. Encoder equipment for streaming to mobile devices, including phones and tablets.

C. Contractor shall provide upon written request, a quote for a Web Streaming System to accommodate Board meeting playback as per Miscellaneous Services.

### **III. COUNTY RESPONSIBILITIES**

1. The County will provide Contractor a fully mixed audio signal. The Contractor will provide audio interface equipment that is required to receive an audio signal from the County. The Contractor shall also provide audio mixing capability for minor corrections that may be needed to the audio feed provided by the County.
2. The County will provide administrative direction to Contractor during the course of this Contract. The County will rely upon Contractor to provide all services with Contractor owned equipment, systems, and personnel.

### **IV. COUNTY SUPPLIED ITEMS AND ASSISTANCE**

County will supply Contractor with the following:

1. Access to the Board Hearing Room as agreed before and after the meeting.
2. Audio feed from County audio equipment.
3. Technical assistance from the Sheriff Department/Communication Division regarding audio system.
4. Yearly calendar of all scheduled Board of Supervisors meetings. Special meetings will not be included in this schedule.
5. Agenda and names of key participants for graphic and character generation.
6. Operational rules for video coverage of Board meetings. (Example: Only person speaking, no editing, no reaction shots, must be gavel-to-gavel.)
7. Electricity to power equipment.
8. Climate-controlled room space to install camera control system and duplicating equipment.
9. Telephone lines and Internet access as needed.
10. Two fire extinguishers with special content that does not harm electrical equipment.
11. Mailing envelopes for distribution of DVDs to cable systems and other entities.
12. Recipient locations for distribution of DVDs—mailing labels to be prepared by Contractor from destinations provided by County.

**ATTACHMENT B**  
**COST/COMPENSATION**

**I. COMPENSATION**

This is a fixed-fee Contract between the County and the Contractor for services as provided in Attachment A, Scope of Work. The Contractor agrees to supply all goods and services required to perform the services.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment.

**II. FIRM DISCOUNT AND PRICING STRUCTURE**

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

**III. PRICING SCHEDULE**

**Contractor shall utilize the pricing structure below to outline Pricing/Cost. Contractor must identify all charges/costs in order to provide the services as set forth in the Scope of Work. Note: Unidentified charges will not be considered and will become the responsibility of the Contractor, at no cost to County. The County is not responsible for parking fees and other ancillary costs.**

County shall pay the Contractor at the fixed rate set forth below:

| <u>Service</u>   | <u>Unit Description</u>      | <u>Cost</u> |
|--|------------------------------|-------------|
| Monthly Equipment Cost –HD   | Per Month                    | \$9,370.00  |
| Per Meeting Broadcast Cost –HD<br>(inclusive of all services except closed captioning & electronic transcript) | Per Meeting                  | \$6,350.00  |
| Non Broadcast Board Meeting  | Per Meeting                  | \$300.00    |
| Closed Captioning – Per Hour   | Per Hour<br>(4-Hour minimum) | \$225.00    |
| Stand-By Fee   | Each Occurrence              | \$1,364.00  |
| Electronic Transcript (Flat Fee)   | Per Meeting                  | \$99.00     |

#### IV. MISCELLANEOUS SERVICES

In addition to the service requirements and all other terms and conditions provided herein, miscellaneous like-services and/or items may be procured off the Contract.

Contractor shall satisfy the following billing/invoicing procedures for miscellaneous commodity/services. Failure to follow these procedures fully may delay payment of miscellaneous services.

1. The authorized County employee will contact the Contractor to obtain a written quote via email for any miscellaneous items or services.
2. It is incumbent on the Contractor to itemize all labor and/or commodity charges in the quote.
3. If the authorized County employee finds the quote satisfactory, they will sign the quote and/or email authorization back to the Contractor authorizing the purchase/service. The Contractor under no circumstance shall render services or, release or deliver any miscellaneous items without a signed written quote or email approval by the authorized County employee in their possession.
4. Upon submission of said invoice the Contractor must attach a copy of the matching quote or email to the authorized County employee approving the purchase.

#### **MISCELLANEOUS SERVICES/ITEMS INCLUDE, BUT ARE NOT LIMITED TO:**

| Item No | Item Description  | Unit Description            | Cost                   |
|---------|---|-----------------------------|------------------------|
| 001     | Spanish Language Translation (SAP)  | Per Hour/<br>4 Hour Minimum | \$300.00               |
| 002     | Telephone audio monitoring of meeting   | Per Meeting                 | \$200.00               |
| 003     | Production, changes and revisions of informational County documentary to be used as opening sequence for each program of the Board meetings   | Per Sequence                | \$300.00               |
| 004     | Archive of Board meetings to any medium other than DVD  | Per Meeting                 | \$100.00               |
| 005     | Production, changes and revisions of any and all onscreen graphics, including County logo, on-screen identification of speakers and agenda items, and any other regularly appearing graphic information | Per Hour                    | \$100.00               |
| 006     | Production and duplication of Board meetings in formats other than DVD.   | Per Copy                    | \$100.00 -<br>\$300.00 |
| 007     | Rental of production and duplication equipment required for the production and duplication of Board meetings in formats other than DVD.   | Per Meeting                 | \$100.00 -<br>\$300.00 |
| 008     | Video Production  | Per Hour                    | \$100.00               |
| 009     | Video Editing   | Per Hour                    | \$100.00               |
| 010     | Video Graphics  | Per Hour                    | \$100.00               |
| 011     | Video Format Conversion   | Per Hour                    | \$100.00               |
| 012     | Voice Over Recording  | Per Hour                    | \$100.00               |



| Item No | Item Description  | Unit Description | Cost                   |
|---------|---|------------------|------------------------|
| 013     | Tele-Prompter Rental  | Per Day          | \$100.00               |
| 014     | Script Writing  | Per Hour         | \$100.00               |
| 015     | Service Modifications                                       | Per Hour         | \$100.00               |
| 016     | Website Design Changes                                      | Per Hour         | \$100.00               |
| 017     | Website Programming   | Per Hour         | \$100.00               |
| 018     | Field Camera System Rental                                  | Per Day          | \$100.00 -<br>\$300.00 |
| 019     | Meeting Speaker Name Identification System                  | Per Meeting      | \$100.00 -<br>\$300.00 |
| 020     | Special Large Equipment Rental                              | Per Day          | \$10,000.00            |
| 021     | Odd-Site Multi-Camera Video Production                      | Per Day          | \$8,000.00             |
| 022     | Voice-Over Talent   | Per Hour         | \$300.00               |
| 023     | Field Camera System Instruction                             | Per Hour         | \$100.00               |
| 024     | Background Music  | Per Cue          | \$100.00               |
| 025     | Duplication for any format                                  | Per Hour         | \$100.00               |
| 026     | Change photo of Supervisor on Board Meeting archive website | Flat Fee         | No Charge              |
| 027     | Change photo of Supervisor on Online Channel                | Per Flat         | No Charge              |
| 028     | Preliminary Board Meeting Transcript                        | Per Flat         | No Charge              |
| 029     | Premium Captioning (4-Hour Minimum)                         | Per Hour         | \$225.00               |

## V. PAYMENT TERMS

Payment for services will be in monthly arrears in accordance with the provisions of the Contract. County's project manager will be responsible for verification and approval of invoices.

## VI. PAYMENT/INVOICING INSTRUCTIONS

Contractor shall reference Contract number on invoice. Payment shall be net 30 days after receipt of an invoice in a format acceptable to County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's project manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

The Contractor shall provide an invoice on Contractor's letterhead for services rendered. Each invoice shall have a number and shall include the following information:

- Contractor's name and address
- Contractor's remittance address (if different from 1 above)
- Name of County agency or department
- County Contract number
- Contractor's Federal I. D. number
- Name and description of billed item(s)
- Total invoice amount

Invoices and support documentation are to be forwarded to:

County of Orange – County Executive Office  
Attn: Media Relations  
333 W. Santa Ana Blvd, 3<sup>rd</sup> Floor  
Santa Ana, CA 92701

**ATTACHMENT C**  
**IMPLEMENTATION PLAN/PROJECT SCHEDULE**

The Contractor's Implementation Plan and Project Schedule shall be inclusive of all deliverables Contractor deems necessary/desirable to meet the County's requirements, including as follows:

**I. Contractor's Implementation Plan:**

- A. Contractor shall use "already deployed" equipment and systems, as listed in Attachment F, to provide services and all deliverables to County. There will be no interruption of services provided to the County Board of Supervisors (BOS).
- B. In addition, with no interruption of BOS services\*:
  - 1. Contractor shall upgrade six (6) cameras located inside board room to High Definition (HD).
  - 2. Contractor shall also upgrade to HD Streaming software to enable INTERNET HD streaming capabilities.
  - 3. Contractor shall install HD cameras and software upgrades within 30-days of start of contract term and shall test for 60-days (32hrs).

\*"all changes directed by the County will be phased into Board Meeting operations over a 90-day period, as to not interrupt Board meeting operations. The period shall include installation, testing, and "mock" meetings to ensure all changes are functional in a "real-world" environment."

**ATTACHMENT D**  
**STAFFING PLAN**

**I. Key personnel to perform Contract duties:**

| Name             | Classification/Designation               | Contact Info   |
|------------------|--|--|
| Bruce Arditte    | Senior Account Supervisor/Producer       | Phone: 1- 877- 468-8899 x201<br>Email: barditte@nttbroadcast.com |
| Tony Zambrano    | On-Air Graphic System Operator/Director  | Phone: 1-877-468-8899 x201<br>Email: tzambrano@nttbroadcast.com  |
| Chris Leist      | On-Air Graphics System Operator/Director | Phone: 1-877-468-8899 x201<br>Email: cleist@nttbroadcast.com     |
| Kathy Cortopassi | Real-Time Captioner                      | Phone: 1-877-468-8899 x201<br>Email: barditte@nttbroadcast.com   |
| Trevor Wennberg  | Video Editor                             | Phone: 1-877-468-8899 x201<br>Email: barditte@nttbroadcast.com   |
| Greg Jones       | Digital Graphics Designer                | Phone: 1-877-468-8899 x201<br>Email: barditte@nttbroadcast.com   |

Contractor shall obtain approval from County's Project Manager in advance and in writing prior to making any substitutions for individual project team members. Contractor may not request changes to the number or types of classifications.

**Contractor Project Management**

The Contractor Project Management shall provide the foundation to all projects, and shall provide the appropriate tools, process, and staffing resources to effectively and efficiently carry out all tasks of the Contract Scope of Work. This effort shall be managed by Contractor Project Manager who shall be responsible for oversight of the Project.

The Contractor Project Management shall ensure:

- Successful project performance
- Timely submission of DVDs and other video media
- Desired or necessary project change
- Proper/Appropriate Staffing
- Problem resolution
- Corrective Actions

**Contractor Personnel and Level of Effort**

Contractor shall provide robust and comprehensive staffing to address all the requirements of the Contract.

**ATTACHMENT E**  
**EQUIPMENT LIST**

Contractor shall utilize the equipment specified below to provide services to County.

**I. Equipment List for Webcast and Archive Services**

| TYPE OF EQUIPMENT  | QTY | PURPOSE  |
|--|-----|--|
| <b>EQUIPMENT WITHIN BOARDROOM</b>  |     |  |
| HD PTZ Cameras in t Meeting Room - Sony HD                               | 6   | Board room Video Cameras   |
| Ceiling Mount Bracket for PTZ Cameras - Sony                             | 6   | Board room Ceiling Camera mounts   |
| 100 Meters Camera Cables - Belden  | 6   | Video, Data, Power Cables from Board room to control room                              |
| <b>EQUIPMENT WITHIN CONTROL ROOM</b>                                     |     |  |
| Camera Control Panel - Telemetrics                                       | 1   | Cameras control unit   |
| IP Control Interface Units - Telemetrics                                 | 2   | Interface for RCP and cameras  |
| 16 Inputs Production Switcher, 2 RU Chassis                              | 1   | Video Production switcher  |
| Switcher Control Panel Monitor - Dell                                    | 1   | LCD Touch Screen Monitor   |
| Pro 60" LCD Monitors, Switcher Multiviewers -Sharp                       | 2   | Wall monitor for Switcher  |
| Monitor Wall Mount – Chief   | 2   | Monitor Mount  |
| 40" LED Monitor, Program Out – Sharp                                     | 2   | Main Program Monitor   |
| Monitor Swing Arm Wall Mount – Chief                                     | 2   | Monitor Mount  |
| 10X Analog Router for recorders QC – Grass Valley                        | 1   | A/V Router to check quality control of recorders                                       |
| Open Gear 3.0 Frame with Cooling and advance GigE network control – Ross | 1   | 2 RU Frame for audio and video cards for signal distribution                           |
| Redundant or spare 450 Watt Power Supply – Ross                          | 1   | Power supply for 2 RU frame  |
| SDI Distribution amplifier Card -Ross                                    | 1   | SDI Distribution amplifier for Reference and Program distribution                      |
| 4 Channel Audio Embedder Card - Ross                                     | 1   | 4 Channel Audio Embedder for SDI main Program  |
| Dual Analog to Digital Converters Cards - AJA                            | 5   | Dual Analog to Digital Converters to convert signal sources in to the switcher         |
| Dual Digital to Analog Converters Cards 2 - AJA                          | 2   | Dual Digital to Analog Converters for Recording, Encoding and monitoring video signals |
| SDI to Analog Down Converter - AJA                                       | 1   | for DVD and MPEG recorders   |
| Dual Analog to Digital Converter -AJA                                    | 2   | For Scan Converters to monitor Granicus Encoders                                       |

| TYPE OF EQUIPMENT                       | QTY | PURPOSE                                 |
|---|-----|---|
| Composite Video DA's – AJA              | 2   | for video Program distribution          |
| Analog Audio DA's - AJA                 | 2   | for audio Program distribution          |
| SDI to HDMI Converter – Black Magic     | 1   | for Program Monitor                     |
| Sync Signals Generator – Black Magic    | 1   | For sync System reference               |
| 14 Channel Audio Mixer – Mackie         | 1   | Audio Mixer to program audio            |
| Studio Monitor Speakers - Mackie        | 2   | Control Room speakers to monitor audio  |
| Audio Compressor/Limiter – Dbx          | 1   | For audio levels processing             |
| Audio Monitor – Videotek                | 1   | Audio Monitor for QC of DVD recorders   |
| Intercom/Telephone Bridge – JK Audio    | 1   | Intercom/Telephone Bridge for Captioner |
| Scan Converter - Extron                 | 1   | Scan Converter for Internet QC Monitor  |
| Scan Converter - Extron                 | 1   | Scan Converter for Ethernet QC Monitor  |
| Scan Converter - Extron                 | 1   | Scan Converter for Utility PC           |
| Encoder Unit - Granicus                 | 1   | Internal Encoder unit                   |
| Encoder Unit - Granicus                 | 1   | Public Encoder unit                     |
| KVM Main Station -Raritan               | 1   | KVM Main Station                        |
| KVM Base Stations - Raritan             | 4   | KVM Base Stations for operators         |
| Keyboards and Mouse - Dell              | 4   | for base stations                       |
| Keyboards and Mouse - Lenovo            | 2   | for office PC stations                  |
| HDD/DVD Recorders - Magnavox            | 2   | HDD/DVD Recorders                       |
| HDD/DVD Recorder - Panasonic            | 1   | HDD/DVD Recorder                        |
| HDD/DVD Recorder – Pioneer              | 1   | HDD/DVD Recorder                        |
| DVD Duplicator – CompMedia              | 1   | for DVD copies                          |
| PC Video MPEG Encoder - Dell            | 1   | 1 Video MPEG Encoder 1                  |
| PC Video MPEG Encoder - Dell            | 1   | 1 Video MPEG Encoder 2                  |
| General Purpose PC (Label Print) - Dell | 1   | General Purpose PC (Label Print)        |
| Office Workstation PC - Dell            | 1   | General Purpose PC (DWP)                |
| Office PC (VPN Remote) – Dell           | 1   | Office PC (VPN Remote)                  |
| PC MPEG Master Encoder - Dell           | 1   | MPEG Master Encoder                     |
| 24" Monitors – Dell                     | 3   | KVM 24" Monitors for Operators          |

| <b>TYPE OF EQUIPMENT</b>                 | <b>QTY</b> | <b>PURPOSE</b>                                       |
|--|------------|--|
| 24" Monitors - Samsung                   | 1          | KVM 24" Monitor for Operators                        |
| 14" Monitor -Sony                        | 1          | 14" Monitor, SDI QC Monitor                          |
| 14" Monitor – Marshal                    | 1          | 14" Monitor, Composite QC Monitor                    |
| Composite Waveform Monitor -Leader       | 1          | Composite signal Waveform Monitor                    |
| SDI Waveform Monitor – Tektronics        | 1          | SDI signal Waveform Monitor                          |
| Desktop PC –Lenovo                       | 1          | Internet Granicus QC                                 |
| Desktop PC - Lenovo                      | 1          | For Black Magic Switcher control                     |
| Graphics Generator – Matrox              | 1          | Graphics Generator                                   |
| Dual TBC and Frame Sync - Leitch         | 1          | For interface of Close Captions and PowerPoint feeds |
| HDTV Captions Encoder Evertz             | 1          | Close Captions Encoder                               |
| 2200 Watts UPS Battery – UPC             | 1          | 2200 Watts UPS Battery                               |
| 2200 Watts UPS Battery – Middle Atlantic | 1          | 2200 Watts UPS Battery                               |
| Audio Patch Bay - Bittree                | 1          | Audio Patch Bay                                      |
| Video Patch Bay - ADC                    | 1          | Video Patch Bay                                      |
| 40" LCD Monitor - Toshiba                | 1          | 40" Monitor for Confidence QC                        |
| DVD Label Printers - HP                  | 2          | DVD Label Printers                                   |
| LaserJet Printer - HP                    | 1          | Documents Printer                                    |
| Ethernet Router - NetGear                | 1          | Ethernet Router for System Interface                 |
| Production Console                       | 1          | For operator control                                 |
| Glass Office Desk                        | 2          | For office work                                      |
| Printers Stand                           | 1          | stand for office and DVD printers                    |
| Glass Shelves                            | 2          | For DVD and envelopes storage                        |
| Metal Storage shelves                    | 3          | For materials and accessories storage                |
| Small Cabinet                            | 1          | For office supplies storage                          |
| Tasks Chairs                             | 5          | For operators seating                                |
| 1800 Watts UPS Batteries - APC           | 3          | Used with Work stations                              |
| DSL Modem – ATT                          | 1          | Main Internet access                                 |
| DSL Modem – Motorola                     | 1          | Internet access Back Up                              |
| 8 Camera security system                 | 1          | Control room Camera Security system                  |

| <b>TYPE OF EQUIPMENT</b>          | <b>QTY</b> | <b>PURPOSE</b>                                      |
|-----------------------------------|------------|---|
| 4 Ft Refrigerator – Magic Chef    | 1          | For crew food and drinks storage                    |
| 700 W Microwave Oven - Emerson    | 1          | For crew food heating                               |
| 20 x20 Video Router – Black Magic | 1          | Routing video signal                                |
| 1800 Watts UPS Batteries – APC    | 3          | Used with Work stations                             |
| DSL Modem - ATT                   | 1          | Main Internet access                                |
| DSL Modem – Motorola              | 1          | Internet access Back Up                             |
| 8 Camera Security System          | 1          | Control room Camera Security system                 |
| 4 Ft Refrigerator – Magic Chef    | 1          | For crew food and drinks storage                    |
| 700 W Microwave Oven – Emerson    | 1          | For crew food heating                               |
| 20 x20 Video Router – Black Magic | 1          | Routing video signal                                |
| HD Monitors – Smartview           | 1          | Viewing Broadcast                                   |
| Signal Monitors -Smartview        | 1          | Waveform & Vector Scope (HD)                        |
| Scan Converter - Black Magic      | 3          | Captioning Signal, PowerPoint,<br>Ethernet monitors |