NETRONIX INTEGRATION, INC. – VIDEO SURVEILLANCE, ACCESS CONTROL, DETENTION CONTROL (PLC) SYSTEMS AND MAINTENANCE SERVICES

MA-201803

USER INSTRUCTIONS FOR MASTER AGREEMENT

(LEVERAGED PROCUREMENT)

The User Instructions are provided for the Video Surveillance, Access, Access Control, Detention Control (PLC) Systems and Maintenance Services Master Agreement with Netronix Integration, Inc. The Judicial Council issued a Request for Proposal seeking vendors that could provide Video Surveillance, Access, Access Control, Detention Control (PLC) Systems and Maintenance Services to the judicial branch. Any judicial branch entity that wants to use the master agreement must enter into a Participating Agreement with the vendor. Please carefully review these User Instructions.

Judicial Council Staff Contact Information: Edward Ellestad, Project Manager Edward.Ellestad@jud.ca.gov 415-865-4538 Marissa Smith (for the Trial Courts) Marissa.Smith @jud.ca.gov 916-263-7949 JCC offices or appellate courts interested in using the master agreement should send an email or contact Dustin Twitchell directly.
Name of the Contractor and contact person information: Netronix Integration, Inc. Dustin Twitchell, Project Manager/Operations Manager dtwitchell@netronixint.com C (408) 813-9699 O (408) 573-1444 EXT 412
Services: Video Surveillance and Access Services
Entities eligible to procure under the Master Agreement: Supreme Court of California, the Courts of Appeal, the Habeas Corpus Resource Center and the fifty-eight (58) Superior Courts of California
Contract Number:

MA-2018-03
Contract Term • *Effective Date: 7/1/2018* • *Initial Term: 2 years* • *Final Term Expiration Date: 6/30/2028* • *Options to Extend: one-5 year option*
Only the following entities are eligible to procure under the Master Agreement: Any Court that signs a Participation Agreement. The initial term of the Master Agreement is from July 1, 2018 through June 30, 2020. This is a non-exclusive agreement. Judicial Council reserve the right to perform, or have others perform the Work of this Agreement.

1. Participation Agreement

This Agreement does not obligate a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of Work.

Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participation Agreement with Contractor. Pricing for Work shall be in accordance with the prices and fees set forth in this Agreement. After a Participation Agreement has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participation Agreement in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participation Agreement.

A. The provision for Participation Agreement is found on Exhibit 12. Each Participation Agreement is a separate, independent contract between the Contractor and the entity entering into the Participation Agreement, subject to the following:

1) Each Participation Agreement is governed by the Master Agreement, and the terms of the Master Agreement are incorporated into each Participation Agreement;

2) A Participation Agreement may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the goods/services provided for in the Master Agreement; and

3) The term of a Participation Agreement may not extend beyond the expiration date of the Agreement.

B. Under this Participation Agreement, the JBE will order Contractor's Work by attaching and incorporating a Scope of Work and any other necessary ordering documents. The JBE's Scope of Work is set forth in Exhibit 6 of the Master Agreement.

C. The JBE is solely responsible for the acceptance of and payment for the Work under this Participation Agreement. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a

breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE's use of or procurement through the Master Agreement (including this Participation Agreement), or (ii) the JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

D. Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.

E. JBEs engages Contractor to perform services under the terms and conditions set forth in the Master Agreement.

F. The JBE Project Manager will operate as the main interface between Contractor and the JBE regarding the Work to be performed under this Agreement and each Participation Agreement.

2. Ordering Process

Procurement Process – Use of Master Agreement

- Requests for goods and services as specified in this Agreement will be made by the Judicial Council and JBEs through the issuance of a Work Order.

- The Work Order will reference the Agreement number and will list and describe all of the requested goods and services.

- The terms and conditions of this Agreement shall take precedence over the terms and conditions of any Work Order, contract, or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of this Agreement.

Contractor Responsibilities:

- Contractor will establish a customer account with the Judicial Council for placing orders on behalf of any JBE under this Agreement and an individual account for any JBE that elects to place an order directly from the Contractor.

- Contractor will provide the Judicial Council with the total cost and lead time required for the product(s) and services ordered, including maintenance and repairs on existing systems. The total cost will itemize the cost of the products and installation.

- Contractor will coordinate the installation dates with the Judicial Council prior to finalizing the order.

- Contractor will provide the Judicial Council with an immediate acknowledgement of the order. The acknowledgement will be submitted by facsimile or email, regardless of what

method is used to place the order, and will include: the products and services ordered, installation dates, and contact information. If a JBE is ordering directly from the Contractor, the Contractor will provide the same information to the JBE and use the same ordering process.

- Contractor is required to maintain a staffed number for ordering, inquiries, and customer service, including requests for maintenance service

3. Scope of Work (Exhibit 3)

A. The Scope of Work shall, at a minimum, include:

a) itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;

b) a milestone schedule for the completion of the services, Deliverables, and Work;

c) any acceptance criteria in addition to the acceptance provisions set forth in Section below;

d) the personnel to be assigned, along with their job classification, if applicable;

e) if applicable, the anticipated number of hours to be expended by each such person in the performance of Scope of Work;

f) the name of Contractor's Project Lead, if applicable;

g) a project plan that addresses the scope and detail of services to be performed; and

h) to the extent not provided in Exhibit 8 (Fees, Pricing and Payment Terms), any additional fees and costs that may be applicable to the Scope of Work as the parties may agree upon.

B. Customer Service

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

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

C. Installation

- All products ordered under this Agreement shall be completely installed and tested for functionality by the Contractor.
- The Contractor shall provide all materials, equipment, parts and labor necessary for the installation of the ordered products.
- The Contractor shall be responsible to transport all ordered products to the JBE's facility prior to installation.
- The JBE will not be responsible for risk of loss for any materials delivered to its facility prior to the Contractor completing installation of the product.

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

D. Rejection of Goods or Acceptance of Service

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

4. Description of Services

Contractor agrees to provide Video Surveillance, Access, Access Control, Detention Control (PLC) Systems and Maintenance Services as set forth in the Master Agreement.

5. Compensation Provisions

Exhibit 8 contains the Fees, Pricing and Payment Terms

A. Fees.

This Agreement, including all Participation Agreements, is intended to be no-cost to the JBEs. Contractor agrees to provide to the JBEs the following at no-cost under this Agreement:

a. The Licensed Software;
b. All necessary professional implementation services;
c. On-going Maintenance and Support of the Licensed Software;
d. Hosted Services, including all necessary data storage and backups; and
e. All necessary training.

B. Expenses.

Contractor is not authorized for and will not be allowed any reimbursable expenses under this Agreement.

C. Actual Fees

The following table sets forth the fees that the Contractor may charge to the end consumer under this Agreement:

Training	$120.00 an hour
Repair & Maintenance	$135.00 an hour
Installation	$120.00 an hour
System Design/Engineering	$115.00 an hour
Project Management	3% of Project Total

All materials to be provided at DGS/GSA pricing or better.

The fees may not be increased during the Term of the Agreement beyond what may be set forth in the chart immediately above.

5. Miscellaneous Information

a) Master agreement copy is available at http://www.courts.ca.gov/procurementservices.htm.

b) Please contact Marissa Smith if your court has issues or concerns that cannot be immediately or easily resolved.

c) Courts will be notified when the options to extend are elected and/or when the master agreement is modified or amended. All amendments will be posted on the procurement website with the master agreement.