

LEVERAGED PROCUREMENT AGREEMENTS FOR STATEWIDE AUDIOVISUAL SYSTEMS, SOLUTIONS, AND MAINTENANCE SERVICES USER INSTRUCTIONS

These User Instructions are provided for the Statewide Audiovisual Systems, Solutions, and Maintenance Services Leveraged Procurement Agreements (LPA). The Judicial Council issued a Request for Proposal seeking vendors that could provide Audiovisual Systems, Solutions, and Maintenance Services to the judicial branch. Any judicial branch entity (JBE) that wishes to purchase services at the prices set forth in the LPAs may enter into an agreement with the Contractor by executing a Participating Addendum. Please carefully review these User Instructions.

Goods/Services:			
Statewide Audiovisual Systems, Solutions, and Maintenance Services			
Entities eligible to procure under the Leveraged Procurement Agreements:			
Judicial Council, Trial Courts, Supreme Court of California, Courts of Appeal, and Habeas Corpus Resource Center			
Leveraged Procurement Agreement Numbers:			
ExhibitOne dba E1 Audiovisual Technologies	MA-2024-01	EKC Enterprises Inc.	MA-2024-08
Court Video Conference Services LLC	MA-2024-02	Avidex Industries LLC	MA-2024-09
Tech Unicorn	MA-2024-03	Golden Star Technology Inc. dba GST	MA-2024-10
460 Tech LLC dba BEINCOURT	MA-2024-04	Mergent Systems Inc	MA-2024-11
NWN-Corporation	MA-2024-05	E-Logic Inc.	MA-2024-12
For The Record	MA-2024-06	Justice AV Solutions	MA-2024-13
CourtCall LLC	MA-2024-07	AVI Systems Inc.	MA-2024-14
Agreement Terms:			
Effective Date:	January 1, 2025		
Initial Term:	3 years		
Initial Term Expiration Date:	December 31, 2028		
Options to Extend:	2 one-year options		
Final Expiration Date:	December 30, 2030		

Judicial Council Staff Contact Information:		
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Name of the Contractors and contact person information:			
ExhibitOne Corporation dba E1 Audiovisual Technologies	Tracy Clark Chad Rowley	408-416-1082 602-834-0177	tlclark@elavtech.com crowley@Elavtech.co
Court Video Conference Services	Robert Godinez & Vanessa Ortega	805-432-8133 805-603-9348	robert@cvcsca.com Vanessa@cvcsca.com
Tech Unicorn	Snorri Ogata	714-658-0206	SOgata@TechUnicorn.com
460 Tech LLC dba BEINCOURT	Gregory D. Fechner Don Merten	210-859-3317	gregory.fechner@beincourt.com Don.Merten@beincourt.com sales@beincourt.com
NWN-Corporation	Brian Patterson	415-676-1345	bpatterson@nwncarousel.com
For The Record	John Vitali Tyler Crabtree	339-227-7837	sales@fortherecord.com
CourtCall LLC	Robert V. Alvarado, Jr.	310-743-1853	rva@courtcall.com
EKC Enterprises Inc.	PM per Region	630-453-3488 559-232-1545	bids@ekccorp.com
Avidex Industries LLC	Sebastian Baez Irene Riedel	949-428-6333	Sebastian.baez@avidex.com Irene.riedel@avidex.com
Golden Star Technology, Inc. DBA GST	Jack Lan & Team	562-345-8707	Jack.lan@gstinc.com gstoc@gstinc.com
Mergent Systems Inc.	Mike DeCrane Cherry Huot	317-459-0951 916-296-7107	michael@mergentsystems.com cherry@mergentsystems.com
E-Logic Inc.	Lisbeth Sarabia	202-448-9695	LSarabia@e-logic.us
Justice AV Solutions	Jason Baker Kevin Otey	703-244-5018 502-380-6443	Jason.Baker@JAVS.com Kevin.Otey@JAVS.com
AVI Systems, Inc.	Amber Dayo Tony Brown	415-842-9117 415-842-9929	Amber.dayo@avisystems.com Tony.brown@avisystems.com

CONTRACTOR GOODS, SERVICES, & REGIONAL AVAILABILITY

Goods and Services offered per Contractor (see below for Category details):

Master Agreement	Contractor	Category 1	Category 2	Category 3
MA-2024-01	ExhibitOne Corporation dba E1 Audiovisual Technologies	X	X	X
MA-2024-02	Court Video Conference Services	X	X	X
MA-2024-04	460 Tech LLC dba BEINCOURT	X	X	X
MA-2024-05	NWN-Corporation	X	X	X
MA-2024-06	For the Record	X	X	X
MA-2024-10	Golden Star Technology, Inc. DBA GST	X	X	X
MA-2024-13	Justice AV Solutions	X	X	X
MA-2024-08	EKC Enterprises Inc.	X	X	
MA-2024-09	Avidex Industries LLC	X	X	
MA-2024-12	E-Logic Inc.	X	X	
MA-2024-14	AVI Systems Inc.	X	X	
MA-2024-03	Tech Unicorn			X
MA-2024-07	CourtCall LLC			X
MA-2024-11	Mergent Systems Inc.	X		

Category 1- Audiovisual hardware and related equipment.

- 1) Control systems, systems, mixers, processors, monitors, touch panels, projectors, screens, cameras, and microphones, keyboards, mice, switches, and modules to expand or provide functionality in audiovisual hardware and related equipment.
- 2) Cables, connectors, adapters, brackets, racks, cabinets, furniture to house AV equipment, devices, and equipment to organize and manage cabling, raised flooring systems to facilitate changes in courtroom layout and/ or technology.
- 3) Service and maintenance contracts.
- 4) Coordinate with ordering JBE as needed to facilitate quote development. Prepare quote packages that clearly identify device, product ID, unit cost, quantity, extended total, discount if applicable, taxable/ nontaxable, and shipping cost. Quotes must also clearly identify the process for changing, cancelling, or returning the equipment that has been ordered.
- 5) Provide lead times for all equipment quoted prior to order.
- 6) Provide detailed shipping information including carrier and tracking number.
- 7) Continuously monitor and notify ordering JBE of shipping updates, including delays or possibility of expedited order.
- 8) JBE reserves the right to require logical diagrams illustrating proposed solution as part of the quote package.

Category 2- Design, construct, and/or program audiovisual systems. This may include, but are not limited to:

A. Design new or upgraded audiovisual systems. Services may include but not limited to:

- 1) Conduct site visits to determine the scope of the projects.
- 2) Formulate a plan of action together with the stakeholders.
- 3) As the design evolves, continue to communicate with the stakeholders to keep them apprised of the progress and report updates.
- 4) Determine what equipment needs to be replaced and what can be re-used.
- 5) Make drawings and write specifications for all assigned work.
- 6) Provide project budget estimates.
- 7) Prepare a bid package that meets the requirements of the Judicial Council of California.
- 8) Evaluate the bids and advise which contractor(s) are most qualified to perform the work.
- 9) Evaluate change orders for both financial, technical and functional issues, in cases where unforeseen issues are discovered during installation or construction.
- 10) Perform a punch list at project completion.
- 11) If required, do a post-completion do a post-completion evaluation to confirm that systems are operating per design.
- 12) Consultant may **NOT** bid on any construction work they have recommended. (No Follow On).
- 13) JBE reserves the right to require logical diagrams illustrating proposed solution as part of the quote package.

B. Construct, implement new or upgraded audiovisual systems. Services include:

- 1) Procure, furnish, and install audiovisual systems included in design.
- 2) Program the installed systems to work with the facility infrastructure. operation and maintenance staff including step-by-step written directions for troubleshooting.
- 3) Provide training to operation and maintenance staff including step-by-step written directions for troubleshooting.
- 4) Provide written warranty for the completed work. The duration of the warranty shall be dependent on the scope and negotiated at the time of bid proposals for specific projects.
- 5) Conduct service visits as needed during the warranty period.
- 6) Evaluate change orders for both financial, technical, and functional issues, in cases where unforeseen issues are discovered during installation or construction.
- 7) Perform a punch list at project completion.
- 8) If required, conduct a post-completion evaluation to confirm that systems are operating per design.
- 9) JBE reserves the right to require logical diagrams illustrating proposed solution as part of the quote package.

C. Program new or upgraded audiovisual systems. Services may include but are not limited to:

- 1) For AV control system design, obtain a template for the touch panel, if available, either from the JBE or the Judicial Council and base the final design on that template.
- 2) Start work as soon as the design is approved by the hiring entity.
- 3) Coordinates schedules with the AV contractor to ensure delays are minimized.

- 4) If required, the programmer is to visit the contractor's local facility in order assist in the system testing before the equipment is delivered to the job site.
- 5) Keep the firmware up to date on all programmable systems.
- 6) After systems are completely tested and functioning visit the site to make sure every function works as designed.
- 7) JBE reserves the right to require logical diagrams illustrating proposed solution as part of the quote package.

Category 3- Provide, integrate and/or implement digital courtroom solutions to facilitate or enhance remote and hybrid courtroom proceedings.

- 1) Contractor may propose a range of digital courtroom solutions that offer a variety of features, advanced functionality, support for different teleconferencing solutions, and/ or integrate with existing courtroom operations applications, such as calendaring and case management systems, to improve the hybrid and remote courtroom experience.
- 2) Contractor must provide pricing for each proposed digital solution product, based on a per-seat licensing cost, in Attachment N.
- 3) Contract must include all EULAs governing the digital solutions.
- 4) Provide design and integration planning for digital solutions.
- 5) Provide project management and technical resources to implement/integrate proposed digital solution.
- 6) Contractor must describe its methodology for designing, implementing, and testing digital solutions post-implementation.
- 7) Contractor must provide a breakdown of labor categories, hourly rate, and service areas for solution implementation. If work is to be performed remotely, this should be noted on the quote.
- 8) Provide solution training and documentation.
- 9) Contractor must describe how training will be provided to local court staff at the time of installation and on an on-going basis, as requested by the court.
- 10) Provide solution maintenance and support.
- 11) Contractor must detail how it will provide technical support between the hours of 7:30 a.m. and 5:30 p.m. Pacific Time Zone, Monday through Friday (excluding federal and State holidays).
- 12) Contractor must describe its process for troubleshooting and resolving issues with the courtroom technology installation, including response times.
- 13) JBE reserves the right to require logical diagrams illustrating proposed solution as part of the quote package.

Regional Availability:

Contractor	Northern	Bay	Central	Southern
ExhibitOne Corporation dba E1 Audiovisual Technologies	X	X	X	X
Court Video Conference Services	X	X	X	X
Tech Unicorn	X	X	X	X
460 Tech LLC dba BEINCOURT	X	X	X	X
NWN-Corporation	X	X	X	X
For the Record	X	X	X	X
CourtCall LLC	X	X	X	X
EKC Enterprises Inc.	X	X	X	X
Avidex Industries LLC	X		X	
Golden Star	X	X	X	X
Mergent Systems Inc	X	X	X	X
E-Logic Inc.	X	X	X	X
Justice AV Solutions	X	X	X	X
AVI Systems Inc.	X	X	X	X

USER INSTRUCTIONS

1. PROCESS

Any JBE that orders goods and/or services under this agreement must enter into a Participating Addendum (see Exhibit 8 of the LPA) and issue service work order or a purchase order. Exhibit 2 discusses the use of a Leveraged Procurement Agreement.

2. PARTICIPATING ADDENDUM

Any JBE entering into the Participating Addendum must complete Exhibit 8 for the selected Contractor, which includes:

- Participating Addendum Effective Date, located in Section 1;
- JBE, located in Section 1; and
- JBE contact information in Section 8.

NOTE: Each Participating Addendum is a separate, independent contract between the JBE and the Contractor, subject to the following:

- Governed by the Leverage Procurement Agreement and the terms of the LPA are incorporated into each Participating Addendum;
- A Participating Addendum may not alter or conflict with the terms of the LPA, or exceed the scope of the goods/services provided for in the LPA; and

- The term of a Participating Addendum may not extend beyond the expiration date of the LPA.

3. WORK ORDER PROCESS (applicable to Category 2 Work)

- a. The JBE's Project Manager will provide the selected Contractor with an unsigned Service Request Form, or similar JBE form, describing the Services or Work to be performed. The JBE will provide details of the following:
 - Describe in full the Services or Work requested, including the location(s) at which they will be performed;
 - Request beginning and end dates for the Services or Work;
 - Designate whether the Services or Work requested shall be performed on a Firm Fixed Fee basis or an Hourly Rate basis.
- b. Upon receipt, Contractor will, based upon the Services and Work requested by the JBE, and in coordination with the agreement of the JBE's designated Project Manager provide details of the following:
 - Name and contact information of the Contractor's Project Manager who will be assigned to the Work Order, provide a list of Key Personnel who will be assigned to perform the Service or Work, and identify any Subcontractors.
 - Statement of work and a narrative work plan specifying the responsibilities of the parties and the Key Personnel to perform the Service or Work, and any assumptions and/or conditions applicable to the performance of the Service or Work.
 - Start and completion dates for the Work, or a Project Schedule detailing the critical path responsibilities for the Project.
 - In the pricing section of the form, if the Service or Work is to be performed on an Hourly Rate basis, provide titles of personnel that will perform the Work, expected hours of Work, applicable Hourly Rate, and total amount for each individual.
- c. If the JBE accepts the Service Upon completion, Contractor shall submit the signed Service Request Form to the JBE's Project Manager via email.
- d. If the JBE accepts the Service Request Form, the JBE will notify the Contractor and authorize the issuance of a Work Order.

4. ACCEPTANCE AND SIGN-OFF (applicable to Categories 2 or 3 Work)

- a. In addition to any specific criteria specified in an authorized Work Order, the JBE's Project Manager will apply the following criteria in determining acceptance of Services or Work:
 - i. Timeliness: The Service or Work was delivered on time;
 - ii. Completeness: The Service or Work contained the Data, Materials, and features required in the Work Order;

- iii. Technical accuracy: The Service or Work is accurate as measured against commonly accepted standard and concepts are presented logically and clearly.
- b. All Services require acceptance by the JBE, and at the direction of the Project Manager.
- c. The JBE may reject any Services that (1) fail to meet applicable JBE's requirements or specifications, (2) are not as warranted, or (3) are performed late (without prior consent by the JBE).
- d. If the JBE rejects any Service (other than for late performance), Contractor shall modify such rejected Service at no expense to the JBE.
- e. Parties shall repeat the process until the JBE accepts such corrected Service.

NOTE

For further information relating to Acceptance and Rejection, see Exhibit 3 Section 3 of the LPA.

5. PROJECT PERFORMANCE: FACILITIES WORK (applicable to Category 2 Work)

Note: The term "Court" as used in Exhibit 2, section 2, and noted here refers to any Participating Entity, but does not include the Judicial Council.

- a. *Compliance.* The Court shall at all times be responsible for the performance of the Project in compliance with all applicable laws, rules, regulations, policies, and Applicable Law.
- b. *No Court Authority to Perform Facilities Work.* Notwithstanding any other term of this Agreement, the Parties acknowledge and agree that the Court is not authorized to *perform* any facilities- or construction-related aspect of the Project including, without limitation, the performance of any facility improvements or repairs ("Facilities Work").

For purposes of clarification, Facilities Work does not include the performance of any work for which the Court is responsible for the cost, expense, or work and is specifically allowable under rule 10.810 of the California Rules of Court including, but not limited to, janitorial services, security services, travel, acquisition and maintenance of equipment and furnishings, interior painting, flooring replacement and maintenance, carpeting, or storage of records.

THE COURT'S UNAUTHORIZED OR IMPERMISSIBLE PERFORMANCE OF ANY FACILITIES WORK IN CONJUNCTION WITH THE PROJECT SHALL AUTOMATICALLY BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE COURT MUST COORDINATE AND COMMUNICATE WITH JUDICIAL COUNCIL FACILITIES SERVICES IN ADVANCE TO ENSURE THE COURT DOES NOT PERFORM ANY UNAUTHORIZED FACILITIES WORK.

- c. *No Delegation of Facilities Work / Use of O&M Funding.* This Agreement does not serve to delegate to the Court the performance of any of the Project's Facilities Work, which performance is and at all times shall remain the responsibility of the Judicial Council. Regardless of any separate delegation to the Court of any work unrelated to this Agreement,

in no event whatsoever may the Court expend operations and maintenance (“O&M”) or other facilities-related funding for the Project or any costs related thereto.

- d. *Facility Modifications Policy.* Any aspect of the Project that consists of or may include Facilities Work shall comply with the Judicial Council's *Trial Court Facility Modifications Policy*, revised March 15, 2019, as may be revised from time to time and is incorporated herein by this reference, which is available at the following link: <https://www.courts.ca.gov/documents/jc-facility-modification-policy.pdf>.
- e. *Performance of Facilities Work.* In the event that any aspect of the Project consists of or may include Facilities Work:
 - (1) *Advance Coordination with Facilities Services.* Prior to the Court commencing or performing any work of the Project that may or does include Facilities Work (including, without limitation, the installation of any equipment, drilling or puncturing of any walls, etc.), the Court must coordinate and confer with Judicial Council Facilities Services and Branch Accounting & Procurement on the appropriate and proper handling thereof to ensure compliance with all laws, regulations, policies, Applicable Law, and terms of this Agreement.
 - (2) *Court-Funded Facilities Request Required.* If so required, the Court must timely submit a Court-Funded Facilities Request ("CFR") in compliance with and pursuant to the Judicial Council's *Court-Funded Facilities Request Policy*, effective August 26, 2016, as may be revised from time to time and is incorporated herein by this reference, which is available at the following link: <https://jcc.legistar.com/View.ashx?M=F&ID=4625695&GUID=15BB7747-C300-48DA-AA81-5546168A1991>.

The Court must clearly indicate in the CFR that the CFR is in conjunction with this Agreement and that the Court intends to utilize funds awarded under this Agreement for the performance of the requested Facilities Work.

The Court shall be responsible for funding any and all costs associated with the performance of any Facilities Work including, but not limited to, any additional costs or expenses needing to be incurred for the Facilities Work even if not originally contemplated as part of the Project (e.g., electrical, hazardous materials abatement, increased/on-going utilities services, change orders, design, or project management services, etc.). In the event the award amount or any portion thereof is insufficient to cover the costs of any needed Facilities Work for the Project, the Court will be responsible for funding any such excess or overages for the Facilities Work.

Upon the proper submission and approval of a CFR, the Judicial Council and Court shall enter into a separate agreement concerning the performance and funding of the applicable Facilities Work.

- f. *Performance Requirements.* The performance of any aspect of the Project that consists of or may include Facilities Work shall: be performed (a) with the use of properly licensed and insured contractors; (b) in a good and workmanlike manner free from design, material, and workmanship defects; (c) in compliance with all Labor Code requirements for prevailing wages and project/contractor registration; (d) under proper solicitation and procurement procedures; and (e)

subject to all environmental safety procedures including, without limitation, the handling and removal of asbestos-containing materials and any other hazardous substances.

- g. *Permitting Services Requirements.* The Judicial Council's Facilities Services Manager of *Quality Compliance* ("Quality Compliance Manager") serves as the Building Official for *the* Judicial Council under title 24 of the California Code of Regulations ("California Building Code") and is responsible for the plan review, permitting, and inspection services required for work on Judicial Council facilities (collectively, "Permitting Services").

Any aspect of the Project that consists of or may include Facilities Work must carry out and complete all necessary and applicable Permitting Services as determined by the Quality Compliance Manager in accordance with the California Building Code.

The Permitting Services that may be needed for Facilities Work for the Project is generally set forth in the Plan Review, Permitting, and Inspection Matrix ("PRPI Matrix") prepared and maintained by the Quality Compliance Manager, as may be updated from time to time and is incorporated herein by this reference; a copy of which may be provided to the Court upon request. Prior to performing any aspect of the Project that may or does include Facilities Work, the Court shall communicate with the Quality Compliance Manager with respect to the applicability of Permitting Services under the PRPI Matrix to that Facilities Work.

Notwithstanding the foregoing, the parties acknowledge and agree that Permitting Services needing to be completed may also include compliance with the requirements of all other authorities having jurisdiction such as, without limitation, (a) the local county having jurisdiction for Permitting Services over a particular facility in addition to or instead of the Judicial Council, (b) the State Fire Marshal (or local marshal) for fire and life safety, (c) the Division of the State Architect for accessibility, and (d) the Board of State and Community Corrections for in-custody holding, all as and if applicable.