

## AUDIOVISUAL LPA AGREEMENTS USER INSTRUCTIONS

The Judicial Council has entered into Audiovisual Leveraged Procurement Agreements with multiple vendors who provide consulting, construction, and programming services throughout the state. Trial Courts and Judicial Branch Entities (JBEs) may procure audiovisual services under these agreements. These instructions are a guide and do not supersede the contracting policies and procedures of the Trial Court or JBE.

<b>Goods/Services:</b>			
Audiovisual Services			
<b>Entities eligible to procure under the Master Agreements:</b>			
Trial Courts or Judicial Branch Entities (JBEs)			
<b>Master Agreement Numbers:</b>			
C.M. Salter Associates	1034607	LinkUs	1034184
Court Video Conference Services	1034581	Shen Milson & Wilke, LLC	1034963
ExhibitOne	1034489	Smith, Fause & McDonald, Inc.	1034969
IES Commercial, Inc.	1034309	TEECOM	1034580
Justice AV Solutions	1034501	Vantage Technology Consulting Group	1034555
<b>Agreement Terms:</b>			
Effective Date:	June 1, 2017		
Initial Term:	3 years		
Initial Term Expiration Date:	June 30, 2020		
Options to Extend:	3 one-year options		
Final Expiration Date:	June 30, 2023		

<b>Judicial Council Staff Contact Information:</b>		
Johnny Perez	415-865-7631	<a href="mailto:Johnny.Perez@jud.ca.gov">Johnny.Perez@jud.ca.gov</a>
(alternate) John Rittweger	415-865-7925	<a href="mailto:John.Rittweger@jud.ca.gov">John.Rittweger@jud.ca.gov</a>

## **AVAILABE SERVICES UNDER AUDIOVISUAL MASTER AGREEMENTS**

### **CONSULTING SERVICES**

Design new or upgrade audiovisual systems, including:

- Site visits to determine the scope of the project(s);
- Formulate a plan of action together with the stakeholders;
- As the design evolves, continue to communicate with the stakeholders to keep them apprised of the progress and report updates;
- Determine what equipment needs to be replaced and what can be reused;
- Make drawings a write specifications for all assigned work;
- Provide project budget estimates;
- Prepare a bid package that meets the requirements of the Judicial Council of California;
- Evaluate bids and advise which contractor(s) are the most qualified to perform the work;
- Evaluate change orders for both financial , technical and functional issues, in cases where unforeseen issues are discovered during installation or construction;
- Perform a punch list at project completion; and
- If required, do a post-completion evaluation to confirm that systems are operating per design.

**NOTE:** Any Vendor that provides consulting services may **NOT** bid on any work they have recommended.

### **PROGRAMMING SERVICES**

- For AV control system design, obtain a template for the touch panel, if available, either from the Court or Judicial Branch Entity and base the final design on that template;
- Coordinate schedules with the AV contractor to ensure delays are minimized;
- If required, visit AV contractor's local facility in order to assist in the system testing before equipment is delivered to the job site;
- Keep firmware up to date on all programmable systems;
- Once the system is installed, participate in the initial powering up of the systems
- Perform final site visit to ensure all functions work as designed.

## VENDOR SERVICES, REGIONAL AVAILABILITY, CONTACTS AND RATES

### VENDOR SERVICES

VENDOR	CONSULTANT	CONTRACTOR	PROGRAMMER
C.M. Salter Associates	X		
Court Video Conference Services	X	X	
ExhibitOne		X	X
IES Commercial, Inc.		X	X
Justice AV Solutions		X	
LinkUs	X	X	X
Shen Milson & Wilke, LLC	X		
Smith, Fause & McDonald, Inc.	X		
TEECOM	X		
Vantage Technology Consulting Group	X		

### VENDOR REGIONAL AVAILABILITY

VENDOR	NORTHERN CENTRAL	SOUTHERN	BAY AREA/ NORTHERN COASTAL
C.M. Salter Associates	X	X	X
Court Video Conference Services	X	X	X
ExhibitOne	X	X	X
IES Commercial, Inc.		X	
Justice AV Solutions	X	X	X
LinkUs	X	X	X
Shen Milson & Wilke, LLC	X	X	X
Smith, Fause & McDonald, Inc.	X	X	X
TEECOM	X	X	X
Vantage Technology Consulting Group	X	X	X

**VENDOR CONTACTS**

Name of the Vendors(s) and contact person information:			
C.M. Salter Associates	Ken Graven	415-470-5436	kenneth.graven@cmsalter.com
Court Video Conference Services	Robert Godinez	800-433-4675	robert@cvcsca.com
ExhibitOne	Kevin Sandler	480-763-1002 x111	ksandler@exhibitone.com
IES Commercial, Inc.	Matt Goff	619-436-7308	matt.goff@iescomm.com
Justice AV Solutions	Jay Ackert	704-651-6544	jay.ackert@javs.com
LinkUs	Bill Paholsky	559-256-6613	bpaholsky@linkuscorp.com
Shen Milson & Wilke, LLC	Stephen Shea	TBD	TBD
Smith, Fause & McDonald, Inc.	TBD	TBD	TBD
TEECOM	Gil Lopez	510-251-6615	gil.lopez@teecom.com
Vantage Technology Consulting Group	Phil Crompton	424-217-2608	phil.crompton@vantagetcg.com

**VENDOR HOURLY RATES**

C.M. Salter and Associates	
Position Titles	Hourly Rates
President and Senior Vice President	\$350.00
Vice President	\$300.00
Principal Consultant	\$250.00
Sr. Consultant	\$180.00
Consultant	\$160.00
Tech Assistant	\$110.00

Court Video Conferencing Services, LLC	
Position Titles	Hourly Rates
Sr. Associate Consultant	\$45.00
Associate	\$36.00
Consultant	\$65.00
Principal Consultant Engineer	\$125.00
Sr. Engineers/Project Engineers	\$85.00
Staff Engineers	\$45.00
Project Manager	\$85.00
Sr. Design Engineer	\$100.00
Design Engineer	\$60.00
Designer	\$55.00
Intern	\$35.00
Tech	\$45.00

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<b>ExhibitOne Corporation</b>	
<b>Position Titles</b>	<b>Hourly Rates</b>
Installation Technical	\$82.62
Installation Technician OT (M-Sat)	\$110.36
Installation Technician OT (Sun/Holiday)	\$137.90
Lead Technician	\$90.10
Lead Technician OT (M-Sat)	\$120.13
Lead Technician OT (Sun/Holiday)	\$150.00
Project Manager	\$95.00
Engineer (including Design)	\$105.00
Programmer	\$125.00
Revit/CAD Drafting	\$120.00

<b>IES Commercial, Inc.</b>	
<b>Position Titles</b>	<b>Hourly Rates</b>
Technician	\$70.00
Project Manager	\$85.00
Programmer	\$95.00
Forman/Lead Technician	\$75.00
CAD Drafter	\$65.00

<b>Justice AV Solutions</b>	
<b>Position Titles</b>	<b>Hourly Rates</b>
Revit/CAD Drafting	\$135.00
Project Manager	\$135.00
Sr. Design Engineer	\$135.00
Technician	\$135.00
Programmer	\$135.00
Forman/Lead Technician	\$135.00

<b>LinkUs Enterprises, LLC</b>	
<b>Position Titles</b>	<b>Hourly Rates</b>
Revit/CAD Drafting	\$119.00
Project Manager	\$169.00
Sr. Design Engineer	\$189.00
Technician	\$119.00
Programmer	\$189.00
Forman/Lead Technician	\$139.00

Shen Milson & Wilke, LLC	
Position Titles	Hourly Rates
Partner	\$ 300.00
Principal	\$ 265.00
Associate Principal	\$ 225.00
Senior Associate / Consultant	\$ 185.00
Associate	\$ 156.00
Consultant	\$ 110.00
CAD Designed	\$ 92.00
Staff	\$ 82.00

Smith, Fause & McDonald, Inc	
Position Titles	Hourly Rates
Principal Consultants/Engineers:	\$ 185.00
Senior Engineers/Project Engineers:	\$ 150.00
Staff Engineers:	\$ 130.00
Revit/CAD Drafting:	\$ 85.00
Administrative:	No charge
Equipment/Materials:	N/A
Expenses:	Not to Exceed - GSA Rates

**TEECOM**

Position Titles	Hourly Rates
Partner	\$450.00
Principal	\$350.00
Associate Principal	\$300.00
Sr. Associate Consultant	\$275.00
Associate	\$250.00
Project Manager	\$225.00
Sr. Design Engineer	\$225.00
Design Engineer	\$200.00
Designer	\$150.00

**Vantage Technology Consulting Group**

Position Titles	Hourly Rates
Principal	\$250.00
Associate Principal	\$220.00
Sr. Associate Consultant	\$200.00
Associate	\$210.00
Staff	\$82.00
Sr. Engineers/Project Engineers	\$165.00
Staff Engineers	\$158.00
Revit/CAD Drafting	\$125.00
Intern	\$50.00

## **AUDIOVISUAL LPA USER INSTRUCTIONS**

**The following instructions do not replace or supersede any Trial Court or JBE policies, procedures, or rules.**

### **1. PROCESS**

Any JBE interested in Services under these Master Agreements should:

- (i) Review the Master Agreements to determine whether the Services under the Agreements are consistent with the JBE's requirements.
- (ii) Select Vendor(s) who meet their criteria via a competitive process - such as that detailed in Judicial Branch Contracting Manual, Chapter 6, "Leveraged Procurement".
- (iii) Once a Vendor has been selected, the court **must** enter into the Participating Addendum (Appendix E) with the Vendor.
- (iv) After the Participating Addendum is fully executed, the JBE may issue Work Orders to the Vendor via a Service Request Form (Appendix F) or similar JBE form (see Section 3 below); and
- (v) Upon completion of the Work Order, the JBE will notify the Vendor of the acceptance or rejection of the Services through the Acceptance and Sign-off Form or similar JBE form. (Attachment 2 to Appendix A) (see Section 4 below).

#### **NOTE**

Any JBE entering into a Participating Addendum(s):

- is solely responsible for the acceptance of and payment for services; and
- is subject to the terms and conditions of the Master Agreement; and
- is solely responsible for its obligations and any breach of its obligations.

### **2. PARTICIPATING ADDENDUM**

Any JBE entering into the Participating Addendum must complete Appendix E for the selected Vendor, which includes:

- (i) Participating Addendum Effective Date, located in Section 1;
- (ii) JBE, located in Section 1; and
- (iii) JBE contact information in Section 8.

#### **NOTE**

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

- Each Participating Addendum is governed by the Master Agreement, and the terms of the Master Agreement are incorporated into each Participating Addendum;
- A Participating Addendum 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

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

### **3. WORK ORDER PROCESS**

- (i) The JBE's Project Manager will provide the selected Vendor 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.
- (ii) Upon receipt, Vendor 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 Vendor'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.
- (iii) If the JBE accepts the Service Upon completion, Vendor shall submit the signed Service Request Form to the JBE's Project Manager via email.
- (iv) If the JBE accepts the Service Request Form, the JBE will notify the Vendor and authorize the issuance of a Work Order.

### **4. ACCEPTANCE AND SIGN-OFF**

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.

All Services require acceptance by the JBE, and at the direction of the Project Manager. The JBE may reject any Services that (1) fail to meet applicable JBE's requirements or specifications, (2) are not as warranted, or

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(3) are performed late (without prior consent by the JBE). If the JBE rejects any Service (other than for late performance), Vendor shall modify such rejected Service at no expense to the JBE. Parties shall repeat the process until the JBE accepts such corrected Service.

**NOTE**

For further information relating to Acceptance and Rejection, see Appendix A Section 4 of the Master Agreement.