

LEIDOS SECURITY DETECTION & AUTOMATION, INC.

LPA NO. MA-SF201904

USER INSTRUCTIONS FOR MASTER AGREEMENT

(LEVERAGED PROCUREMENT)

REVISION 1

Please carefully review these User Instructions. Changes to instructions are highlighted in **red as REVISED**.

Name of the entity that established the Master Agreement and contact person information:

Judicial Council Branch Accounting and Procurement
Court of Appeal, Fifth Appellate District

JCC BAP Contact: Robin Parker, Contracts Analyst
Email: Robin.Parker@jud.ca.gov

5DCA Contact 1: Brian Cotta, Clerk/Executive Officer
Email: Brian.Cotta@jud.ca.gov

5DCA Contact 2: Forest Budke, Supervising Administrative Specialist
Email: Forest.Budke@jud.ca.gov

[REVISED] Name of the Contractor and contact person information:

LEIDOS SECURITY DETECTION & AUTOMATION, INC.

Main Contact: Lillian Castro-pena
Email: Lillian.Castropena@leidos.com

Address:
One Radcliff Road
Tewksbury, MA 01876

Goods/Services:

PROVISION 2 Compact Advanced Screening and Detection System. Agreement includes servicing and maintenance services/pricing (see Appendix A and Appendix B for details).

Only the following entities are eligible to procure under the Master Agreement: Judicial Branch Entities (JBEs) in accordance with the Master Agreement and JBCM.

The term of the Master Agreement is from **August 16, 2019** through **August 15, 2022**, with a single one-year (1 year) option to extend (Option Term, Appendix C, Section 6)

1. Any entity that orders goods and/or services under this Master Agreement:

- (i) should first carefully review the Master Agreement and determine whether procuring under the Master Agreement is consistent with the entity's requirements.
 - (ii) must first enter into a Participating Addendum (Appendix E to the Master Agreement) with the Contractor.
 - (iii) is solely responsible for the acceptance of and payment for goods/services; and
 - (iv) 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. Each Participating Addendum is a separate, independent contract between the Contractor and the entity entering into the Participating Addendum, subject to the following:
- (i) Each Participating Addendum is governed by the Master Agreement, and the terms of the Master Agreement are incorporated into each Participating Addendum.
 - (ii) 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
 - (iii) the term of a Participating Addendum may not extend beyond the expiration date of the Agreement.
3. **Additional Terms and Conditions established in the Master Agreement:**
- (i) Procedures for ordering goods/services must comply with the terms and conditions of the Master Agreement (Appendix A).
 - (ii) A copy of the Master Agreement and the Participating Addendum can be found on the Judicial Council's Procurement Services website, under category Security Screening Contracts here: <https://www.courts.ca.gov/procurementservices.htm>.
 - (iii) Acceptance of goods/services is based on Contractors Site Acceptance Test (SAT) criteria (see Appendix A, Section 2).
 - (iv) Updates (e.g. term extensions) regarding the Master Agreement will be communicated to the entities participating in the Master Agreement on the Judicial Council's Procurement Services website (see Section 3(ii) above for link and category location).
 - (v) Summary of key terms and conditions of the Master Agreement:
 - a. Contractor warrants goods will perform as advertised, including a detailed goods warranty (see Appendix A, Section 2).
 - b. Services include preventive maintenance schedule (Appendix A, Section 3).
 - c. Response time for Services: 8 to 24 hours (Appendix A).
 - d. Commissioning and installation performed by Contractor (Appendix A, Section 4).
 - e. Pricing Table for services and deliverables is referenced in Appendix B, Section 2.
 - f. Twelve (12) month support is included in the first (1st) year of purchase. Pricing is bundled in equipment cost (Appendix B, Section 3.1).
 - g. Net 60 days for payment (Appendix B, Section 5.2).

- h. Prevailing Wage requirements is applicable for these services/goods (Appendix C, Section 3.1).
- i. Hours of work/services are limited to 8 hours, 40 hours during any given week, and includes overtime compensation at time and a half (Appendix C, Section 3.3).

END OF USER INSTRUCTIONS