

ENERA, INC. – EMERGENCY NOTIFICATION SERVICES
MA-201804
USER INSTRUCTIONS FOR MASTER AGREEMENT
(LEVERAGED PROCUREMENT)

The User Instructions are provided for the Emergency Notification Services (ENS) Master Agreement with Enera, Inc. The Judicial Council issued a Request for Proposal seeking vendors that could provide Emergency Notification Services to the judicial branch. Any judicial branch entity that wants to use the master agreement must enter into a Participating Addendum with the vendor. Please carefully review these User Instructions.

Judicial Council Staff Contact Information:

Project Manager:
Edward Ellestad, Supervisor, Security Operations
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415-865-4538

Trial Courts:
Bill Hardin
Bill.Hardin@jud.ca.gov
916-263-1920

Name of the Contractor: Enera, Inc. Paul Erling, Vice President paul.erling@enera.com Office: 866-463-6372
Sales Representative Contact Information: Cascade International Ken LaBeau cascade@cascade-int.com 800-892-3338
Goods/Services: Emergency Notification Services Software (if required), Implementation & Training as needed, and Support and Maintenance Services.
Entities eligible to procure under the Master Agreement: California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center
Contract Number: MA-201804

Contract Term

- Effective Date: 7/1/2018
- Initial Term: 2 years
- Initial Term Expiration Date: 6/30/2020
- Options to Extend: 3 one-year options
- Final Expiration Date: 6/30/2023

Only the following entities are eligible to procure under the Master Agreement: Any Court that signs a Participating Addendum.

The term of the Master Agreement is from July 1, 2018 through June 30, 2020.

This is a non-exclusive agreement. The JBEs reserve the right to perform, or have others perform the Work of this Agreement. The JBEs reserve the right to request bids for the Work from others or procure the Work by other means.

1. Process

Any Judicial Branch Entity (JBE) that orders goods and/or services under this Master Agreement must enter into a Participation Agreement and issue work orders or a purchase order to schedule the emergency notification services. Appendix A, Section 3.1 discusses the order process and description of services. The terms and conditions of this Agreement are applicable to all Purchase Orders, regardless of the ordering document or the ordering process selected.

2. Participation Agreement

The provision for Participation Agreement is found in Appendix E. Each Participation Agreement is a separate, independent contract between the Contractor and the entity entering into the Participation Agreement, subject to the following:

- (i) Each Participation Agreement is governed by the Master Agreement, and the terms of the Master Agreement are incorporated into each Participation Agreement;
- (ii) 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
- (iii) The term of a Participation Agreement may not extend beyond the expiration date of the Agreement.
- (iv) Under this Participation Agreement, the JBE will order Contractor’s Work by attaching and incorporating a Statement of Work and any other necessary ordering documents.
- (v) The JBE is solely responsible for the acceptance of and payment for the Work under this Participation Agreement.
- (vi) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.

3. Purchase Order or Work Order

The court should create a purchase order in the Phoenix system to place an actual order for the goods or services listed and to encumber the funds. The Header Text of the purchase order should include language such as “This purchase order is for the purpose of ordering emergency notification services against the Judicial Council Master Agreement No. MA-201804.”

4. Description of Services

Contractor agrees to provide emergency notification services software (if required), professional implementation & training, and support and maintenance services as set forth in the Master Agreement.

5. Compensation Provisions

The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement as per Appendix B, Payment Provisions.

Cost

See Appendix B, Section 3 for pricing details and options.

6. Miscellaneous Information

- (i) A copy of the master agreement is available at <http://www.courts.ca.gov/procurementservices.htm>
- (ii) Please contact Bill Hardin of the JCC if your court has issues or concerns that cannot be immediately or easily resolved.
- (iii) 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.

7. Contract Terms and Conditions

The court should review the entire contract and contact Bill Hardin if there are any questions. Bill can be reached at 916-263-1920 or Bill.Hardin@jud.ca.gov.