ASTROPHYSICS INC.
MASTER AGREEMENT MA-2017-07
FOR SECURITY SCREENING EQUIPMENT AND MAINTENANCE
MASTER AGREEMENT USER INSTRUCTIONS

These User Instructions are provided for the Security Screening Equipment and Maintenance Master Agreement with Astrophysics Inc. The Judicial Council issued a Request for Proposal seeking vendors that could provide security screening equipment and maintenance to the judicial branch. These are the User Instructions related to this Master Agreement.

Judicial Council Staff Contact Information: *Jeff Utberg, Analyst, Contracts* *jeff.utberg@jud.ca.gov or 916.263.1779* *Vickie Akers, Analyst, Security Operations; Program Manager for Security Screening Replacement Program* *Vickie.Akers@jud.ca.gov or 415.865.4591*
Name of the Contractor(s) and contact person information: *Astrophysics Inc.* *Jennifer Doran, Director of Internal Sales* *909.598.5488 (office)* *909.323.9572 (mobile)* *jdoran@astrophysicsinc.com* *Service and Technical Support* *Weekdays (24 hours/5 days): 909.461.1111* *Weekends (12 hours/2 days): 909.527.6750* *service@astrophysics.com*
Goods and services: *Standard Cabinet X-Ray System models XIS-6040 and XIS-6545 and maintenance services*
Entities eligible to procure under the Master Agreement: *California superior and appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center (collectively "Judicial Branch Entities" or "JBEs")*
Contract Number: *MA-2017-07*
Contract Term • *Effective Date: 9/15/2017* • *Initial Term: 2 years* • *Initial Term Expiration Date: 9/14/2019* • *Options to Extend: 3, one-year options* • *Final Expiration Date: 9/14/2022*

1. Ordering

a. A JBE shall contact the designated Contractor representative to obtain pricing and availability information for the goods and services it needs which are provided under the Master Agreement.

Typically, this equipment is purchased by a court as part of the Screening Equipment Replacement Program. If that is the case, the court will receive a communication from the Program Manager outlining the estimated cost of the purchase, and will be asked to provide a copy of the Purchase Order. If the court is making a purchase outside the framework of the Program, it is not necessary to provide a copy of the Purchase Order to Security Operations, but the court may opt to do so anyway as that allows the Program Manager to better track inventory and plan replacement. The equipment becomes part of the inventory and should be eligible for replacement regardless of how the purchase was made.

b. A JBE shall create and issue to the Contractor a Purchase Order to obtain the goods and services provided under the Master Agreement. All Purchase Orders will reference Master Agreement MA-2017-06. The terms and conditions of the Master Agreement are applicable to all Purchase Orders, regardless of the ordering document or ordering process. Pricing for the goods and services obtained by the JBE under the Master Agreement shall be in accordance with the prices set forth in the Master Agreement.

c. Purchase Orders issued by a JBE constitute and will be construed as a separate, independent contract between Contractor and such JBE. Such contract will be subject to and incorporate the terms and conditions of the Master Agreement, provided the following: any additional or supplemental terms and conditions contained in the Purchase Order or in any invoice or confirmation of the Purchase Order that conflict with or materially alter any term or condition of this Agreement, (a) will not be deemed part of such Purchase Order; and (b) will not serve to supersede or modify any provision of this Agreement.

d. JBEs issuing a Purchase Order under this Master Agreement will include the name and contact information of a JBE contact person in the Purchase Order. Contractor shall contact the JBE's designated contact regarding questions on any Purchase Order or payment status of any Purchase Order.

e. The JBE signing the Purchase Order shall: (i) be solely responsible for the acceptance of and payment for goods and services under such Purchase Orders; and (ii) be subject to the terms and conditions of the Master Agreement and is solely responsible for its obligations and any breach of its obligations.

f. Per section 3.6 (Certificates of Insurance) in Appendix C (General Provisions) of the Master Agreement, before the Contractor begins performing any services, Contractor shall give the ordering JBE certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated or amended to reduce coverage without thirty days' prior written notice to the ordering JBE.

g. State of California prevailing wage requirements are not applicable to the Master Agreement.

2. Miscellaneous Information

a. A copy of the Master Agreement is available at http://www.courts.ca.gov/documents/lpa-MA201707-Astrophysics.pdf.

b. Contact Jeff Utberg if your court has issues that cannot be 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.

3. Contract Terms and Conditions

The court should review the entire contract and contact Jeff Utberg if there are any questions; see contact information above.

4. Compensation Provisions

See Appendix B (Payment Provisions) in the Master Agreement for pricing and invoicing details.