RESPONSE TECHNOLOGIES, LTD.
LEVERAGED PROCUREMENT AGREEMENT LPA-82687
FOR WIRELESS DURESS ALARM SYSTEM EQUIPMENT AND SERVICES
USER INSTRUCTIONS

These User Instructions are provided for the Wireless Duress Alarm System Equipment and Services Agreement with Response Technologies, Ltd. The Judicial Council issued a Request for Proposal seeking vendors that could provide wireless duress alarm system equipment and services to the judicial branch. These are the User Instructions related to this Leveraged Procurement Agreement.

Judicial Council Staff Contact Information: *Matt Bagwill, Analyst, Facilities Contracts* *matthew.bagwill@jud.ca.gov or 916.643.7002* *Ed Ellestad, Supervisor, Emergency Planning & Security Coordination Unit; Program Manager for Wireless Duress Alarm System Equipment and Services Program* *edward.ellestad@jud.ca.gov or 415.865.4538*
Name of the Contractor(s) and contact person information: *Response Technologies, Ltd.* *Matt Volkerding, Vice President of Sales* *513.202.5692 (office)* mvolkerding@response-technologies.com
Goods and services: *Centurion Elite® Wireless Duress Alarm Systems and Services*
Entities eligible to procure under the Leveraged Procurement 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: *LPA-86287*
Contract Term • *Effective Date: 10/31/2022* • *Initial Term: 3 years* • *Initial Term Expiration Date: 10/30/2025* • *Options to Extend: 2, one-year options* • *Final Expiration Date: 10/30/2027*

1. Use of Leveraged Procurement Agreement.

1.1 This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of orders.

1.2 Contractor will establish a customer account with the Judicial Council for placing orders on behalf of any JBE and an individual account for any JBE that elects to request services directly from the Contractor under this Agreement.

1.3 Each JBE shall have the right to request goods or services under this Agreement. A JBE may request goods or services by entering into a Participating Addendum with Contractor in the form attached as Exhibit 10 to this Agreement ("Participating Addendum"). Pricing for Work shall be in accordance with the prices set forth in this Agreement, and pricing in any Participating Addendum for the applicable Work may not exceed the prices and fees set forth in the Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.

1.4 The parties acknowledge that a material consideration of this Agreement is the ability for all interested JBEs to be able to participate in this Agreement. Therefore, in the event Contractor unreasonably refuses or fails to execute a Participating Addendum with an interested JBE after such JBE has presented Contractor with a Participating Addendum for execution, Contractor shall be prohibited from executing any Participating Addendum with any other JBE unless and until Contractor executes a Participating Addendum with all interested JBEs. The foregoing provision is not intended to limit any other JBE rights or remedies available.

1.5 Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the Expiration Date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on a Scope of Work, purchase order document, service work order document, Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully signed copy of each Participating Addendum between the Contractor and a Participating Entity.

1.6 The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

1.7 Requests for Quotes for Goods and Services.

A. Requests for quotes for goods and services under this Agreement will be made by the Judicial Council and JBEs through the issuance of a Scope of Work, which may include all or a subset of the goods and services set forth in this Agreement. The Scope of Work will reference the specific Agreement number and will list and describe all of the requested goods and services. The terms and conditions of this Agreement shall take precedence over the terms and conditions of any Scope of Work, contract, or terms and conditions included on an invoice or like document.

B. Contractor will provide the Judicial Council with the total cost and lead time required for the product(s) and services requested via the issuance of Scope of Work by the JBE, including maintenance and repairs on existing systems. The total cost will itemize the cost of the products, installation, and sales tax. Contractor will coordinate the installation dates with the Judicial Council prior to finalizing the Scope of Work.

C. Contractor is required to maintain a staffed number for ordering, inquiries, and customer service, including requests for maintenance service.

1.8 Authorizing Goods and Services.

A. The Establishing JBE under this Agreement or the JBE under a Participating Addendum may at its option place orders and authorize the JBE Work using a Purchase Order or Service Work Order ("SWO") subject to the following: such Purchase Order or SWO is subject to and governed by the terms of this Agreement (or Participating Addendum), and any term in the Purchase Order or SWO that conflicts with or alters any term of this Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement (or the Participating Addendum), will not be deemed part of the contract between Contractor and that JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such Purchase Orders or SWOs.

B. The Establishing JBE under this Agreement will place orders and authorize Judicial Council Work via a Purchase Order or Service Work Order, described in the Judicial Council Service Work Order Authorization Process, added as Appendix A. Appendix A is intended for utilization by the Judicial Council only for authorization and spending of funds. This process is not required by, nor does it modify, any Participating Entity's Participating Addendum or ordering process.

C. The JBE under a Participating Addendum will place orders and authorize Work directly from the Contractor utilizing the ordering process identified in that Participating Entity's Participating Addendum.

D. Contractor will provide the Judicial Council with an immediate acknowledgement of the order. The acknowledgement will be submitted by email, regardless of what method is used to issue the Scope of Work, Purchase Order, or Service Work Order, and will include: the products and services requested, installation dates, and contact information. If a JBE is placing orders or authorizing Work directly from the Contractor, the Contractor will provide the same information to the JBE.

1.9 This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

2. Miscellaneous Information

2.1 A copy of the Leveraged Procurement Agreement is available at https://www.courts.ca.gov/procurementservices.htm.

2.2 Contact Ed Ellestad if your court has issues that cannot be resolved.

2.3 Courts will be notified when the options to extend are elected and/or when the Leveraged Procurement Agreement is modified or amended. All amendments will be posted on the procurement website with the Leveraged Procurement Agreement.

3. Contract Terms and Conditions

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

4. Compensation Provisions

See Exhibit C (Pricing and Payment Provisions) in the Leveraged Procurement Agreement for payment and pricing details.