

**RAPISCAN SYSTEMS INC.
LEVERAGED PROCUREMENT AGREEMENT LPA-84377
FOR SECURITY SCREENING EQUIPMENT AND MAINTENANCE
USER INSTRUCTIONS**

These User Instructions are provided for the Security Screening Equipment and Maintenance Agreement with Rapiscan Systems 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 Leveraged Procurement Agreement.

Judicial Council Staff Contact Information:

Matt Bagwill, Analyst, Facilities Contracts
matt.bagwill@jud.ca.gov or 916.643.7002

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:

Rapiscan Systems Inc.
Rodney Kimbrell, Director of Commercial Sales
205.544.5415
rkimbrell@rapiscansystems.com

Service and Technical Support
888.258.6684, option 2 for service, option 4 for JBEs
rapiscanAOC@rapiscansystems.com

Goods and services:

Standard Cabinet X-Ray System model 920CX and maintenance 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-84377

Contract Term

- *Effective Date: 9/15/2022*
- *Initial Term: 3 years*
- *Initial Term Expiration Date: 9/14/2025*
- *Options to Extend: 2, one-year options*
- *Final Expiration Date: 9/14/2027*

1. Ordering

Each JBE shall request quotes and place orders under the LPA for any of the Work. A JBE shall requests quotes as further described in Section 1.1.1, Requests for Quotes. A JBE may place orders for Work by issuing a Purchase Order as further described in Section 1.1.2, Purchase Orders.

1.1 Standard Cabinet X-Ray Systems. This Agreement is for the purchase of the equipment and the maintenance of standard cabinet x-ray systems. The standard cabinet x-ray systems consist of three models which are available under separate LPAs as noted below:

Available Under This LPA		Available Under LPA-84372	
Vendor:	Rapiscan	Astrophysics	
Model:	920CX	XIS 6040	XIS 6545
Tunnel size:	24.4W x 16.5H	23.6W x 15.8H	25.6W x 17.8H
Dimensions:	82.0L x 34.2W x 54.2H	56.4L x 33.33W x 49.0H	60.4L x 35.0W x 51.4H
Weight:	1184 lbs.	820 lbs.	950 lbs.

When a JBE is seeking to procure a standard cabinet x-ray system, the JBE’s specific requirements regarding spacing, dimension limitations and tunnel size will be considered (“Specific Requirements”). If only one (1) model meets the Specific Requirements, the JBE may purchase the standard cabinet x-ray system that meets such Specific Requirements. Where multiple models meet the Specific Requirements, then the JBE will request a quote for those models and will make a selection based on overall lowest price. A request for quote does not mean that JBE will have to make a purchase.

JBE **must** document and justify their spacing and/or tunnel size limitations and must include this documentation in their procurement file.

1.1.1 Requests for Quotes

The process for JBEs to request quotes shall be as follows:

- (i) Contact both vendors and provide a scope of requirements that includes, at a minimum:
 - a. The JBE’s specific requirements regarding spacing, dimension limitations and tunnel size.
 - b. Delivery location(s), including special instructions such as internal deliveries or availability of loading docks.
 - c. Date(s) the system(s) are needed to be installed, tested, and ready for use.
 - d. Process for delivery (building entry and security requirements, etc.)
 - e. Other requested services, such as removal and disposal of old systems, and additional warranty services.
 - f. Other requested goods, such as Plexiglas entry/exit shields, and movable pedestal stands.
- (ii) Request that the vendors provide a quote based on the scope of requirements within a specific time period as set by the JBE. Contractor’s quote must reference Leveraged Procurement Agreement LPA-84377 and the quoted pricing cannot exceed the pricing specified in Exhibit E of the LPA.
- (iii) The JBE must select the vendor who provides the lowest overall quote for the deliverables that meet the JBE’s requirements and the terms and conditions of the LPA.

1.1.2 Purchase Orders

- (i) The Judicial Council and JBEs may elect, but are not required, to purchase the Products and Services under the Master Agreement. The Judicial Council and JBEs may issue to Contractor a Purchase Order (“Purchase Order”) for Products and Services with possible variation in the form and format of the Purchase Order.

- (ii) The JBEs will be responsible for the receipt and acceptance of all Products and Services ordered from Contractor and will also be responsible for payment pursuant to any resulting Master Agreement terms and conditions as described in Exhibit D, General Provisions.
- (iii) The JBE placing a Purchase Order must reference Leveraged Procurement Agreement LPA-84377 on the purchase order, as well as the name of the JBE's contact person ("JBE Project Manager"). Specific delivery instructions should be noted on the Purchase Order, such as special handling requirements or the presence of a loading dock. The Contractor shall contact the JBE Project Manager regarding questions or payment status associated with the Purchase Order. If the Judicial Council is placing a Purchase Order on behalf of a JBE, then Judicial Council Project Manager is the project manager and the Contractor shall contact the Judicial Council Project Manager regarding questions or payment status associated with the Purchase Order.
- (iv) After a Purchase Order has been issued to Contractor, Contractor must provide the Judicial Council or JBE that placed the Purchase Order, with an immediate receipt acknowledgement of the Purchase Order. The acknowledgement must be submitted by email, regardless of what method is used to place the Purchase Order and must include a listing of the Products and Services ordered, the delivery, installation and testing dates (if such dates are known at the time the Purchase Order is placed) and Contractor contact information. Regardless of whether a Purchase Order contains delivery, installation and testing dates, it is the obligation of Contractor to confirm or reconfirm, as applicable, such dates with the Judicial Council or JBE that placed the Purchase Order before Contractor proceeds with such delivery, installation or testing. Contractor understands and acknowledges that the Judicial Council or JBE may not know the delivery, installation and testing dates at the time a Purchase Order is issued. Contractor further understands and acknowledges that even if a Purchase Order includes such dates, a change in circumstances beyond the reasonable control of the Judicial Council or JBE may require the Judicial Council or JBE to change the delivery, installation and/or testing dates at no additional cost to the Judicial Council or JBE. The time and place of delivery, installation and testing must be acceptable to the Judicial Council or JBE.
- (v) Per section 3.1.6 in Exhibit D (General Provisions) of the Leveraged Procurement Agreement, prior to commencement of the work Contractor shall provide the Judicial Council with certificates of insurance and signed insurance policy endorsements, on forms acceptable to the Judicial Council, as evidence that the required insurance is in full force and effect.
- (vi) State of California prevailing wage requirements are not applicable to the Leveraged Procurement Agreement.

2. Miscellaneous Information

- a. A copy of the Leveraged Procurement Agreement is available at <https://www.courts.ca.gov/procurementservices.htm>.
- b. Contact Vickie Akers 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 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 (Payment Provisions) in the Leveraged Procurement Agreement for payment and invoicing details, and Exhibit E (Pricing for Work) for pricing details.