

**INFINITI CONSULTING, INC. – CLOUD-BASED DISASTER RECOVERY SERVICES**

**MA-201807**

**USER INSTRUCTIONS FOR MASTER AGREEMENT  
(LEVERAGED PROCUREMENT)**

The User Instructions are provided for the Cloud-Based Disaster Recovery Services Master Agreement with Infiniti Consulting, Inc. The Judicial Council issued a Request for Proposal seeking vendors that could provide Cloud-Based Disaster Recovery Services to the Judicial Branch. Any Judicial Branch Entity that wants to use the master agreement must enter into a Participating Agreement with the vendor. Please carefully review these User Instructions.

Judicial Council Staff Contact Information:

Project Manager:  
Tonya Faria, Information Systems Supervisor  
[Tonya.Faria@jud.ca.gov](mailto:Tonya.Faria@jud.ca.gov)  
415-865-4919

Trial Courts:  
Bill Hardin  
[Bill.Hardin@jud.ca.gov](mailto:Bill.Hardin@jud.ca.gov)  
916-263-1920

Name of the Contractor: Infiniti Consulting, Inc. Jeff Strybing, Northern CA. Cloud Services Account Manager <a href="mailto:jstrybing@infiniticg.com">jstrybing@infiniticg.com</a> Office: 916-752-0384
Goods/Services: Cloud Based Disaster Recovery 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-201807
The term of the Master Agreement is from November 1, 2018 through October 31, 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 cloud-based disaster recovery 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 Exhibit 11. 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 cloud-based disaster recovery services against the Judicial Council Master Agreement No. MA-201807."

## **4. Description of Services**

Contractor agrees to provide ordering cloud based disaster recovery 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 Exhibit 8, Fees, Pricing and Payment Terms.

### **Cost**

See Exhibit 8 for pricing details and options. Actual cost to be determined based on Scope of Work between JBE and Contractor.

## **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](mailto:Bill.Hardin@jud.ca.gov).