

**JUDICIAL COUNCIL OF CALIFORNIA  
STANDARD AMENDMENT COVERSHEET**

MASTER AGREEMENT NUMBER <b>MA-2017-09</b>	AMENDMENT NUMBER <b>3</b>
	FEDERAL EMPLOYER ID NUMBER <b>22-3552823</b>

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Master Agreement referenced above ("Agreement"). As set forth in the Agreement, the term "Contractor" refers to **Smiths Detection Inc.** and the term "Judicial Council" or "State" refers to the **Judicial Council of California**.
2. This Amendment becomes effective on: **November 8, 2021**.
3. The parties agree to amend the Master Agreement as follows:
  - a. Pursuant to Appendix C, General Provisions, Paragraph 5, Option Terms, the Judicial Council hereby exercises its option to extend the Master Agreement for the Third Option Term period beginning November 8, 2021 and ending November 7, 2022. The expiration date of the Master Agreement is hereby changed from **November 7, 2021** to **November 7, 2022**.
  - b. **Appendix A, Goods and Services** is hereby deleted in its entirety and replaced with **Appendix A, Goods and Services Revision 1** attached hereto and incorporated herein.
  - c. **Appendix B, Payment Provisions** is hereby deleted in its entirety and replaced with **Appendix B, Payment Provisions Revision 1** attached hereto and incorporated herein.
4. Except as provided in this Amendment, all terms and conditions of the Agreement, as previously amended, remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
<b>Judicial Council of California</b>	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) <b>Smiths Detection, Inc.</b>
BY (Authorized Signature) DATE <i>Tracy Matthews</i> 10/12/2021	BY (Authorized Signature) DATE <i>Erica Ramos</i> October 8, 2021
PRINTED NAME AND TITLE OF PERSON SIGNING  Tracy Matthews, Supervisor, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING  Erica Ramos, Contracts Manager
ADDRESS  Attn: Branch Accounting and Procurement Administrative Division 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348	ADDRESS  2202 Lakeside Blvd. Edgewood, MD 21040

## APPENDIX A – Revision 1

### GOODS AND SERVICES

#### 1. Background, Purpose, and Ordering.

- 1.1 This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. "Work" shall mean the Goods, Services, and Deliverables as further described in this Appendix A, Sections 2 and 3, Goods and Services respectively. 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 Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by issuing a Purchase Order. A "Purchase Order" is defined as an ordering document used by a JBE to place an order for Work under this Agreement. The form and format of an ordering document may vary. All Purchase Orders will reference this Agreement. The terms and conditions of this Agreement are applicable to all Purchase Orders, regardless of the ordering document or ordering process. Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Purchase Order has been presented to the Contractor by a JBE, the Contractor shall acknowledge and perform under the Purchase Order in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Purchase Order.
- 1.3 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 this 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.
- 1.4 JBEs issuing a Purchase Order under this Agreement will include the name 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.
- 1.5 The JBE signing the Purchase Order shall be solely responsible for: (i) the acceptance of and payment for the Work under such Purchase Orders; 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 Purchase Order signed by such JBE, nor shall any breach by a JBE under a Purchase Order give rise to a breach under any other Purchase Order 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 Purchase Order), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.6 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. Goods.

- 2.1 **Description of Goods.** As ordered by each JBE under a Purchase Order, Contractor shall provide to the JBEs the following products, goods, materials, and supplies ("Goods") free and clear of all liens, claims, and encumbrances, and in accordance with this Agreement.
  - A. Compact Cabinet X-Ray System, model number HS5030c.
- 2.2 **Packaging.** All products must be delivered in the manufacturer's standard packaging. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Judicial Council or JBE Purchase Order number. Each

shipment shall include a packing slip showing the Purchase Order number, the ordering date, ordering department (if appropriate), ship-to location, the item number(s), product description(s), serial number(s), quantity ordered, quantity shipped and backordered items including the expected shipping date.

- 2.3 Delivery.** Delivery shall be made as specified on the Purchase Order. JBEs may not have a loading dock to accept deliveries. Therefore, the Contractor shall assume that all deliveries will be inside deliveries to a specific location as designated by the Judicial Council or JBE and the Judicial Council or JBE shall incur no additional charges for any inside delivery. Specific delivery instructions will be noted on the Purchase Order. Any damage to the JBE's building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. When damage does occur, it is the responsibility of the Contractor to immediately notify the JBE Project Manager. Contractor shall arrange for the return of all mis-ordered, mis-shipped, returned or damaged items at no cost to the JBE. There will be no restocking fee for returns of items that are damaged or shipped by the Contractor in error. Contractor shall not charge the JBE for the return of any mis-ordered, mis-shipped or damaged items.
- 2.4 Risk of Loss; Title.** Contractor will deliver the Goods "Free on Board Destination Freight Prepaid", to the JBEs at the address specified in the applicable Purchase Order. Title to the Goods vests in the applicable JBE upon such JBE's receipt of the Goods.
- 2.5 Inspection and Acceptance Criteria.** Notwithstanding any prior inspection or payments, all Goods delivered hereunder are subject to final inspection and acceptance or rejection by the JBE at any time within thirty days after delivery to the JBE. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late unless agreed with the JBE, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the JBE and returned or held at Contractor's expense and risk. Payment does not constitute an acceptance of the material nor impair the JBE's right to inspect or any of its remedies
- 2.6 Warranties.** Contractor warrants to the JBEs that the Goods will be merchantable for their intended purposes, free from all defects in materials and workmanship, in compliance with all applicable specifications and documentation, and to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design. The JBE's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
- 2.7 Inventory.** The JBEs have an ongoing requirement for the Goods and Services and Contractor shall maintain access to a reasonable stock of applicable products necessary to ensure prompt delivery to all JBEs for the duration of the Master Agreement. Failure to maintain access to a reasonable stock shall be deemed a material contractual breach.
- 2.8 Estimated Volumes.** No minimum delivery estimate is to be stated in the Master Agreement and neither the Judicial Council nor the JBEs are required to order any Goods and Services under the Master Agreement.

### 3. Services.

- 3.1 Description of Services.** As ordered by each JBE under a Purchase Order, Contractor shall perform the following services ("Services") described below for the JBEs. The Services provided under this Agreement are subject to the prevailing wage requirements set forth in Appendix E, Prevailing Wage Requirements. Contractor shall comply with the prevailing wage requirements set forth in Appendix E.
  - A. Installation.** All products ordered by the JBEs which require installation shall, as soon as possible after delivery, be completely installed and tested for functionality by Contractor. Contractor shall schedule installation, prior to delivery, with the ordering JBE's designated individual.

**B. Training.**

- 1) Contractor shall provide to the JBE ordering any Goods or Services a manual which shall include, but not be limited to, instructions on how to operate the functions, best practices, user tips and tricks, how to read the instruments and how to set-up instruments for different uses; the manual shall be used by those who go through initial training and who will be providing product training to new operators.
- 2) Contractor shall provide a total of four (4) hours of onsite training at the JBE's location for each product described that was purchased by the JBE. Two (2) hours of this training shall be provided at the time the product is installed, fully functioning and accepted by the JBE. The remaining two (2) hours of training shall be provided upon the JBE's request at any time after the initial two (2) hours of training, but no later than twelve (12) months following the date the product was installed, fully functioning and accepted by the JBE. Training personnel provided by Contractor shall possess all requisite skills and knowledge to perform the training.
- 3) Upon request of a JBE, Contractor shall provide onsite training in addition to that described in paragraph 2 above, for the product described in this Appendix A, Section 2.1, Description of Goods, that was purchased by the JBE. Hourly billing rates set forth in Appendix B, Payment Provisions, for additional onsite training as described in this paragraph, shall be inclusive of all related costs, including, but not limited to, labor, travel and materials. Training personnel provided by Contractor shall possess all requisite skills and knowledge to perform the training.

**C. Onsite Maintenance Services and Support.**

- 1) Contractor shall provide five (5) continuous years of onsite maintenance services and support for the products described in this Appendix A, Section 2.1, Description of Goods, which shall commence on the day the purchased product is installed, fully functioning and accepted by the ordering JBE. The onsite maintenance services and support obligations will continue even if this Agreement expires, is terminated, or is not extended. Service agreements for x-ray machines must include an annual preventive maintenance and radiation survey. A copy of the radiation survey must be provided to the ordering JBE.
- 2) Contractor's customer service team shall be on-site within twenty-four (24) hours after a JBE or its representative places a service call. All calls made by a JBE or their representative shall be returned within two (2) hours of the call to confirm time of arrival by Contractor's service representative. Unless otherwise agreed to between Contractor and the JBE or their representative, service shall be performed within the JBE's business hours, which are generally 8 a.m. to 5 p.m. PST, Monday through Friday. Contractor shall also provide maintenance services and support after hours, on holidays and in emergency situations if requested by the JBE or their representative. Onsite service provided outside of regular business hours are billable at the hourly rate set forth in Appendix B, Payment Provisions. The responding Contractor's service representative must possess the knowledge and provide all labor, tools, equipment and parts necessary to perform the requested service.
- 3) Onsite maintenance services and support is the primary vehicle for repair of equipment. Any manufacturer's warranty is considered ancillary to maintenance services and support.
- 4) Contractor shall provide telephone and email support to handle all requests and questions related onsite maintenance services and support.

**D. Customer Service.**

- 1) Contractor's customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution of onsite maintenance services and support issues. The customer service process includes, but is not limited to:
  - a. Telephone customer service and onsite service organizational structure.
  - b. Contact process (phone, email, fax, etc.).
  - c. Turnaround time for calls received, in normal, holiday, and emergency situations.
  - d. Follow up process.
  - e. Internal procedures to track customer service contact and resolution.
  - f. Escalation process to resolve outstanding customer service and maintenance services and support issues.
  - g. Remedies for not meeting the required onsite maintenance services and support response time for a service call placed by a JBE, with such remedies to include, but not be limited to, providing loaner equipment.
  
- 2) Contractor Contact Information: Contractor's contact information follows:
  - a. Service and Technical Support

Contact:	Katie Joynes
Telephone:	410-612-2541
Fax:	410-510-9496
Email:	<a href="mailto:katie.joynes@smiths-detection.com">katie.joynes@smiths-detection.com</a>
  
  - b. Purchase Order Submittal

Contact:	Hector Cabrera
Telephone:	667-201-3348
Fax:	410-510-9496
Email:	<a href="mailto:Hector.Cabrera@smiths-detection.com">Hector.Cabrera@smiths-detection.com</a>
  
  - c. Sales Support

Contact:	Hector Cabrera
Telephone:	667-201-3348
Fax:	410-510-9496
Email:	<a href="mailto:Hector.Cabrera@smiths-detection.com">Hector.Cabrera@smiths-detection.com</a>

**3.2 Description of Deliverables.** As ordered by each JBE under a Purchase Order, Contractor shall deliver to the JBEs the following work products ("Deliverables"):

**Reports.** Contractor must provide to the Judicial Council Project Manager, named in this Appendix A, Section 5, Project Managers, quarterly reports in a form acceptable to the Judicial Council. The quarterly reports must provide a summary, by JBE, of the Goods and Services ordered, including the total value ordered during the quarter reported. The quarterly report must also include serial numbers of the security screening equipment, maintenance services and support coverage or extended maintenance services and support dates for each unit. Quarterly reports must be provided to the Judicial Council Project Manager no later than thirty (30) days after the end of each calendar quarter and must include purchases that are invoiced or paid for with a credit card. The quarterly report must also include a list of products that are manufacturer discontinued within the quarter reported or are scheduled to be manufacturer discontinued within the next twelve (12) month period. The report must include a proposed replacement product for any product that is manufacturer discontinued, as well as pricing for

the proposed replacement. Additionally, notification shall be provided of any specification changes in the equipment, particularly dimensions, to a particular model during the contract period.

**3.3 Inspection and Acceptance Criteria.** The Services must meet the following acceptance criteria or the JBE may reject the applicable Services. Contractor will not be paid for any rejected Services.

A designated representative of the JBE will review any completed repairs or maintenance service and approve by signing Contractor's service report. The designated representative must then be given a copy of this approved Contractor's service report.

**3.4 Timeline.** Contractor must perform the Services and deliver the Deliverables according to the following timeline:

The timeline for performance will be set forth by the individual JBEs in their Purchase Order.

#### **4. Ordering Process.**

Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by issuing a Purchase Order as further described in this Appendix A, Section 1, Background, Purpose, and Ordering.

#### **5. Project Managers.**

Each JBE may designate a project manager ("JBE Project Manager"). The Establishing JBE's project manager is: Edward Ellestad ("Judicial Council Project Manager"). A JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: Patrick Cope. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement.

#### **6. Service Warranties.**

Contractor warrants to the JBEs that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that the Services will conform to the requirements of this Agreement, the applicable Purchase Order and all applicable specifications and documentation. The foregoing warranty shall commence upon the JBE's acceptance of such Service, and shall continue for a period of one (1) year following acceptance. In the event any Service does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.

#### **7. Resources.**

Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment, tools and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.

#### **8. Commencement of Performance.**

This Agreement is of no force and effect until signed by both parties and all Establishing JBE-required approvals are secured. Any commencement of performance prior to Agreement approval (and approval by a JBE of a Purchase Order) shall be at Contractor's own risk.

#### **9. Stop Work Orders.**

**9.1** Each JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided to such JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the JBE and the Contractor may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to

which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.

**9.2** If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The JBE shall make an equitable adjustment in the delivery schedule and price if applicable, and the Purchase Order shall be modified, in writing, accordingly, if:

**A.** The Stop Work Order results in an increase in the time required for performance of any part of the Purchase Order; and

**B.** Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

**9.3** The JBEs shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

**10. Acceptance or Rejection.**

All Goods, Services and Deliverables are subject to acceptance by each JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable requirements or specifications, including acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Goods, Service or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service or Deliverable to the JBE within ten (10) business days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Service or Deliverable. The JBE may terminate the portion of the Purchase Order that relates to a rejected Service or Deliverable at no expense to the JBE if the JBE rejects that Service or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**END OF APPENDIX A – Revision 1**

**APPENDIX B – Revision 1  
PAYMENT PROVISIONS**

**1. General.**

Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix B shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.

All pricing for Goods, including shipping, installation and training, set forth in this Appendix B shall remain fixed for at least the initial two (2) year term of this Master Agreement, as set for in section 2 of the coversheet of this Master Agreement. All pricing for maintenance service will remain fixed for the Term of this Agreement. If the Judicial Council elects to extend the term of this Master Agreement, the Judicial Council will send a Notice to Contractor per Appendix C, General Provisions, Section 5, Option Terms. The Judicial Council will issue an amendment to this Agreement extending the Term and any agreed upon price adjustments for Goods, shipping, installation and training. In no event will such price adjustment exceed three percent (3%) of the current price.

**2. Compensation for Goods and Services.**

**2.1 Goods and Services.** Contractor will invoice the following amounts for Goods and Services that the JBE has accepted.

**Compact Cabinet X-Ray System, model numbers HS5030c and HS5030si**

Product including: 24 month warranty beginning at the time of installation: preventive maintenance; and annual radiation survey - Model number HS5030c	<b>Pre-tax price: \$19,344.82</b>
Shipping (flat rate) - Model number HS5030c	\$600.00
Installation - Model number HS5030c	\$950.00
Training - Model number HS5030c	\$0 (included)
Three Year Maintenance/Service Agreement: continuous years after warranty expiration - Model number HS5030c	\$6,335.00
JBE's may have the option to purchase one-year maintenance agreements after the expiration of the warranty period. Such agreements would be purchased on an annual basis and priced according to the age of the equipment	
One Year Maintenance/Service Agreement – Equipment Age 3 Years - Model number HS5030c	\$4,200.00
One Year Maintenance/Service Agreement – Equipment Age 4 Years - Model number HS5030c	\$4,200.00
One Year Maintenance/Service Agreement – Equipment Age 5 Years - Model number HS5030c	\$4,200.00
One Year Maintenance/Service Agreement – Equipment Age 6 Years - Model numbers HS5030c and HS5030si	\$4,200.00
One Year Maintenance/Service Agreement – Equipment Age 7 Years - Model numbers HS5030c and HS5030si	\$4,200.00
One Year Maintenance/Service Agreement – Equipment Age 8 Years - Model numbers HS5030c and HS5030si	\$4,200.00



**Miscellaneous Services Pricing**

Removal, transport and legal disposal of any decommissioned X-ray machine - Model numbers HS5030c and HS5030si	\$1,200.00
Training - Model numbers HS5030c and HS5030si	\$250.00 per hour
Labor for any services provided outside of regular business hours - Model numbers HS5030c and HS5030si	\$300.00 per hour

**3. Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services or Deliverables shall be reimbursed by the JBEs.

**3.1 Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:

- No allowable expenses under this Agreement

**3.2 Required Certification.** Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

**4. Invoicing and Payment.**

**4.1 Invoicing.** Each JBE will be responsible for payment of Goods and Services ordered by the JBE under this Agreement. Contractor shall submit invoices to the individual JBEs in arrears no more frequently than monthly. The JBE has no obligation to pay for Goods or Services until one original and two copies of a correct, itemized invoice is received at the address shown on the JBE's Purchase Order. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum (i) the Purchase Order number, (ii) Contractor's name and remit address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit JBE to evaluate the Work provided, including without limitation the number of hours worked and the applicable hourly rate. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.

**4.2 Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods or Services, in accordance with the terms of this Agreement and the applicable Purchase Order. Payment is due thirty days from receipt of a correct, itemized invoice. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations.

**4.3 No Advance Payment.** The JBEs will not make any advance payments.

**4.4 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods or Services. Contractor shall immediately refund any payment made in error.

**5. Taxes.**

Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Goods and Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

**END OF APPENDIX B – Revision 1**