

**JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AGREEMENT COVERSHEET** (rev 07-14-14)

MASTER AGREEMENT NUMBER MA-201502
FEDERAL EMPLOYER ID NUMBER 95-4413488

1. In this Master Agreement (the "Agreement"), the term "Contractor" refers to **Rapiscan Systems, Inc.**, and the term "Judicial Council" refers to the **Judicial Council of California**.

2. This Agreement becomes effective as of **November 1, 2015** (the "Effective Date") and expires on **October 31, 2016**.

3. The title of this Agreement is: **The purpose of this Agreement is to set forth the terms and conditions that apply to the Contractors furnishing of statewide X-Ray and Magnetometer maintenance and repair services as requested by members of the purchasing group which include 58 Superior Courts of California, the California Appellate Courts, which includes the Supreme Court of California and the Judicial Council (individually referred to as a member of the "Purchasing Group")**

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

4. The maximum amount that the Judicial Council may pay Contractor under this Master Agreement is **\$0.00**.

5. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties' entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibit A, B, and C.

- Exhibit A – Master Agreement Terms and Conditions
- Exhibit B – Pricing
- Exhibit C – Statement of Work
- Attachment - JBCL APPENDIX

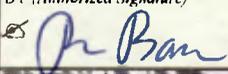
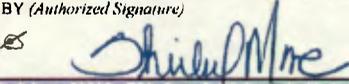
JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) Rapiscan Systems, Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Ron Bacurin, Supervising Contracts Supervisor Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING Shirley Moore
DATE EXECUTED 12/21/15	DATE EXECUTED December 8, 2015
ADDRESS Attn: Finance Business Services 455 Golden Gate Avenue, 6 th Floor San Francisco, CA 94102	ADDRESS Attn: Shirley Moore, Contracts Manager 2900 Crystal Drive, Suite 910 Arlington, VA 22202

EXHIBIT A – MASTER AGREEMENT TERMS AND CONDITIONS

This Master Agreement for X-ray and Magnetometer related maintenance services (“Agreement”) is by and between **Rapiscan Systems, Inc.**, with offices at **2805 Columbia Street, Torrance, CA 90503** (“Contractor”) and the **Judicial Council of California** (“Judicial Council”) with offices at **455 Golden Gate Avenue, 6th Floor, San Francisco, CA 94102**.

In consideration of the mutual promises, covenants, terms and conditions set forth below, the parties hereby agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth the terms and conditions that apply to Contractor’s furnishing of X-ray and Magnetometer related maintenance services, as further described in Exhibit C - Statement of Work, to Members of the Purchasing Group.
The Purchasing Group includes: the 58 Superior Courts of California (“Trial Courts”); the California Appellate Courts, including the Supreme Court of California (“Appellate Courts”); and the Judicial Council (each of which may be individually referred to as a member of the Purchasing Group or “Member”).
2. **TERM:**
 - (a) The Master Agreement shall remain in effect from **November 1, 2015** through **October 31, 2016, one year** (“Initial Term”).
 - (b) The parties agree that the Judicial Council may elect to extend the Master Agreement for up to (4) consecutive optional one-year terms, identified as follows, if authorized in writing in accordance with the terms and conditions of this Agreement:
 1. **November 1, 2016** through **October 31, 2017** (“First Option Term”)
 2. **November 1, 2017** through **October 31, 2018** (“Second Option Term”)
 3. **November 1, 2018** through **October 31, 2019** (“Third Option Term”)
 4. **November 1, 2019** through **October 31, 2020** (“Fourth Option Term”)
3. **OBLIGATION:** This Agreement does not obligate the Judicial Council or any Member to place any orders under this Agreement nor does it guarantee Contractor a specific volume of orders under this Agreement.
4. **RELATIONSHIP OF PARTIES:** The Judicial Council has the authority to enter into master agreements for services on behalf of the Members. Individual Members may elect to utilize this Agreement by placing orders, as set forth herein, in which case the terms and conditions of this Agreement shall govern such purchase. Each Purchase Order placed by a member and incorporating the terms of this Agreement shall constitute and be construed as a separate, independent agreement between such member and Contractor. The term “Purchase Order” refers to an ordering document used by any member to place orders for X-ray and Magnetometer related maintenance services under this Agreement.

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5. SCOPE OF SERVICE AND PRICE:

- (a) Contractor shall provide X-ray and Magnetometer related maintenance services to Members pursuant to the terms and conditions of this Agreement. The description and price for X-ray and Magnetometer related maintenance services are set forth in Exhibit B - Pricing.
- (b) Contractor's prices set forth in Exhibit B - Pricing, include all anticipated charges, including but not limited to, cost of materials and product, overhead, profits, and other costs or expenses incidental to Contractor's performance under this Agreement.
- (c) If Contractor requires reimbursement for travel expenses associated with maintenance services, reimbursement will be in accordance with the Judicial Council Travel Rate Guidelines, attached hereto and made a part hereof. All travel that is to be reimbursed must be pre-approved and authorized by the Member in writing. Contractor will provide copies of receipts and invoices for reimbursement of such travel expenses. Contractor will not be reimbursed for travel expenses that have not been authorized in writing.

6. ORDERING:

- (a) Members may place individual orders for X-ray and Magnetometer related maintenance services pursuant to this Agreement. Orders may be placed by telephone, facsimile, Contractor's designated Internet site, or by issuing a Purchase Order. The form and format of a Purchase Order may vary. The terms and conditions of this Agreement No. MA-201502 are applicable to all orders, regardless of the ordering process selected. The Member placing the order will be responsible for receipt and acceptance of services and payment pursuant to the terms and conditions set forth in this Agreement.
- (b) Contractor shall maintain a toll-free number for ordering, inquiries, and customer service, including requests for maintenance service.

7. SERVICES WARRANTIES

Contractor warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

8. ACCEPTANCE:

If Member requests maintenance service, a designated representative of Member ("Representative") will review any completed repairs and approve by signing Contractor's service report. The designated Representative must then be given a copy of this approved Contractor service report. For time and materials repairs, Contractor's invoice will not be paid unless Contractor's service report is approved by the Representative.

- 9. INVOICES, PAYMENT AND SETOFF:** Member shall have no obligation to pay for any service until one original and two copies of a correct invoice for the service is received at the address shown on the Purchase Order. Payment is due according to the Members terms indicated on the Purchase Order, unless otherwise agreed to in advance. Each invoice shall be printed on Contractor's standard printed bill form, and shall include at a minimum (a) the Purchase Order number, (b) Contractor's name and address, (c) the nature of the invoiced charge, (d) the

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description services provided; (e) the per unit amount charged; and (f) the extended price. Amounts owed to Member due to rejections of services or discrepancies in said invoices will be, at the Customer's option, fully credited against future invoices payable by Customer, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment by Customer. Member shall have the right at any time to set off any amount owing from Contractor to Member against any amount payable by Member pursuant to any Purchase Order or any other transaction or occurrence.

10. AUDIT RIGHTS: Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four (4) years after final payment of any Purchase Order issued under this Agreement. During the period of time that Contractor is required to retain such records, the Judicial Council or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

11. TERMINATION:

(a) The Judicial Council may terminate this Agreement without cause by providing Contractor with thirty (30) days prior written notice. A Member may terminate any Purchase Order if Contractor is in breach of the terms of such Purchase Order, including this Agreement, and such breach is not cured within thirty (30) days of notice from such Customer.

(b) The Judicial Council may terminate this Agreement for cause immediately.

(c) Each Customer's obligations under a Purchase Order are subject to the availability of funds authorized for the purchase. Expected or actual funding may be withdrawn, reduced, or limited prior to the fulfillment of the order. Upon written notice, a Member may terminate a purchaser order, in whole or in part, without prejudice to any right or remedy of the Customer, for lack of appropriation of funds. Upon termination, the Member will pay Contractor for the services delivered or completed prior to the termination.

12. INDEMNITY: CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL SATISFACTORY TO THE JUDICIAL COUNCIL) AND HOLD HARMLESS THE MEMBERS NAMED IN THIS AGREEMENT, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LOSSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES), LIABILITIES, DAMAGES, AND EXPENSES, INCLUDING INTEREST, PENALTIES AND SETTLEMENT AMOUNTS ENTERED INTO, IN EACH CASE WITH RESPECT TO ANY AND ALL THIRD PARTY CLAIMS CAUSED BY, ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION BY CONTRACTOR, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF CONTRACTOR AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSE IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR

EQUITABLE THEORY. THIS INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF SERVICES.

- 13. INFRINGEMENT INDEMNITY:** Contractor shall indemnify, defend (with counsel satisfactory to the Judicial Council) and hold the Members named in this Agreement and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims which arise out of any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any services furnished or provided by Contractor under this Agreement.
- 14. INSURANCE:**
- (a) **General Insurance Requirements.**

Contractor will obtain and maintain the minimum insurance set forth in subparagraph (b), below. By requiring such minimum insurance, neither the Judicial Council nor Members will be deemed nor construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of termination of the Agreement.
 - (b) **Minimum Scope & Limits of Coverage.** Contractor will maintain the following minimum coverage:
 - 1. Workers' Compensation at statutory requirements of the state of residency.
 - 2. Employers' Liability with minimum limits of **\$1,000,000.00** for each accident.
 - 3. Commercial General Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
 - 4. Business Automobile Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 - 5. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.
 - (c) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to, and approved by, the Judicial Council. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to any member and will be the sole responsibility of Contractor.

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- (d) Endorsements; Additional Insureds. The General Liability policy will contain, or be endorsed to contain, the following provisions:
1. Judicial Branch Entities, as defined in California Government Code section 900.3, and their respective officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor;
 2. To the extent of Contractor's negligence or misconduct, Contractor's insurance coverage will be primary insurance as respects a Judicial Branch Entity, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by a Judicial Branch Entity, its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way;
 3. Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability;
 4. Contractor will provide the Judicial Council with certificates of insurance satisfactory to the Judicial Council, evidencing all required coverage before Contractor begins any work, and complete copies of each policy upon the Judicial Council's request;
 5. All of Contractor's policies will be endorsed to provide written notice to the Judicial Council of cancellation, non-renewal, and reduction in coverage, within fifteen days, mailed to the Judicial Council's representative for notices named in this Agreement. Such notice will reference the relevant project, and contract number.
- (e) Waiver of Subrogation. Contractor and its insurance carrier waive any and all rights of subrogation against a Judicial Branch Entity. This waiver will be reflected on the Certificate of Insurance, provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify the Judicial Branch Entity from all costs and liability caused by Contractor's breach.

15. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants that:

- (a) Contractor shall observe and comply with all applicable federal, state, and local laws, rules, and regulations affecting services under this Agreement.
- (b) During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its subcontractors interact in the performance of this Agreement.

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Contractor and its subcontractors shall take all reasonable steps to prevent harassment from occurring.

- (c) Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, Title 2, Sections 7285 et seq.
- (d) Contractor and any of its subcontractors shall give written notice of the above obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) Contractor shall comply with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
- (f) No gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the Judicial Council with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this representation, the Judicial Council has the right to terminate this Agreement for cause, either in whole or in part, and any loss or damage sustained by the Judicial Council, or the Members named in this Agreement in procuring, on the open market, any items which Contractor agreed to supply, shall be borne and paid for by Contractor. The rights and remedies of the Members provided for in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

16. STATUS AS INDEPENDENT CONTRACTOR: Contractor is an independent contractor and while performing work on or off the premises of the Members named in this Agreement neither it nor any of its agents or employees shall be considered agents or employees of such Members.

17. AGREEMENT ADMINISTRATION/COMMUNICATION

- (a) Under this Agreement, the Judicial Council Project Manager shall monitor and evaluate Contractor's performance. The Judicial Council Project Manager for this Agreement is named below. All requests and communications concerning this Agreement shall be made through the Judicial Council Project Manager. Any notice from Contractor to the Judicial Council shall be in writing and shall be delivered to the following addresses by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Attn: **Edward Ellestad**
Judicial Council of California
455 Golden Gate Avenue, **8th** Floor
San Francisco, CA 94102
Telephone: **(415) 865-4538**
Fax: **(415) 865-8990**
Email: edward.ellestad@jud.ca.gov

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- (b) Member Contact: Each order will include a contact for the Member placing the order. Contractor shall contact the individual named on the Purchase Order regarding questions on the order or payment status.
- (c) Notice to Contractor shall be directed in writing and shall be delivered to the following addresses by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Attn: Service Contracts Dept.

Rapiscan Systems, Inc.
2805 Columbia Street
Torrance, CA 90503
Telephone: (888) 258-6684, Option 2, Option 4
Email: servicecontracts@rapiscansystems.com

Attn: General Counsel

Rapiscan Systems, Inc.
520 Almanor Avenue
Sunnyvale, CA 94085
Telephone: (408) 961-9720
Email: jgreenburg@osi-systems.com

- 18. **ASSIGNMENT:** Neither party shall assign this Agreement, either in whole or in part, without the prior consent of the other party in the form of a written amendment signed by the Judicial Council and Contractor. Such consent shall not be unreasonably withheld. However, the parties agree that in the event the Judicial Council is required by law, statute, or regulation to assign this Agreement to another government entity for administrative or other purposes, Contractor's consent is not required. This Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.
- 19. **GOVERNING LAW, VENUE:** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the City and County of San Francisco.
- 20. **CONTRACT CONSTRUCTION:** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of the Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 21. **SURVIVAL:** Terms which shall survive any termination or expiration of this Agreement include, but are not limited to, Indemnity, Warranties, Infringement Protection, Audit Rights, and Assignment.
- 22. **SIGNATURE AUTHORITY:** The parties signing this Agreement certify that they have proper authorization to do so.

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23. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof.
24. **JUDICIAL COUNCIL TRAVEL RATE GUIDELINES:** The Judicial Council's policy and limits on reimbursable travel-related expenses are listed below.
- (a) **Lodging** - Receipts are required and each day of lodging claimed must be listed separately. Maximum rates are listed below.
1. **In-state** - Actual costs are reimbursable up to a maximum of \$110 per day, plus tax and energy surcharge. Within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, the maximum rate is \$140, plus tax and energy surcharge.
 2. **Out-of-state** - Actual costs are reimbursable with appropriate prior approval.
- (b) **Meals** - Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.
1. **Breakfast** – Up to \$8.00.
 2. **Lunch** – Up to \$12.00.
 3. **Dinner** – Up to \$20.00.
- For continuous travel of less than 24 hours, actual expenses up to the above limits may be reimbursable if:
1. Travel begins one hour before normal work hours – Breakfast may be claimed.
 2. Travel ends one hour after normal work hours – Dinner may be claimed.
Lunch may not be claimed on trips of less than 24 hours.
- (c) **Incidental Expenses** – Up to \$6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.
- (d) **Transportation** – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.
1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
 2. **Mileage** – Personal vehicle mileage is reimbursable at a rate of \$.565 per mile
- (e) **Other Business Expenses** – Actual cost is reimbursable. Receipts are required for all other business expenses, regardless of the amount claimed.

END OF EXHIBIT

EXHIBIT B - PRICING

1. COMPENSATION

- (a) Contractor shall provide fixed-rate service contracts for corrective repair and annual maintenance of Rapiscan X-ray and Magnetometer systems to Members, regardless of equipment age, condition, or location within California, as outlined in the tables below.

Table 1-A.1: Service Agreement for Magnetometer Service: 12-Hour Response Time

Price for 1-year Service Agreement for Magnetometer equipment:	\$1,800.00	per machine, per year, regardless of age, condition, or location.
Service to include:		
<ul style="list-style-type: none"> a. Unlimited corrective repair service calls. b. Two-hour response time and onsite within 12 hours. c. All repairs to be made on site, Monday through Friday, excluding court holidays, between 8:00 am – 5:00 pm, Pacific-time. d. All corrective repair labor. e. All preventive maintenance labor. f. All travel expenses, including but not limited to air, meals, lodging, entertainment, and mileage. g. All shipping expenses. h. All other expenses. i. All parts except (list any part that is to be excluded from the agreement and billed separately in Table 1-B). 		

Table 1-A.2: Service Agreement for Magnetometer Service: 24-Hour Response Time

Price for 1-year Service Agreement for Magnetometer equipment:	\$1,400.00	per machine, per year, regardless of age, condition, or location.
Service to include:		
<ul style="list-style-type: none"> a. Unlimited corrective repair service calls. b. Two-hour response time and onsite within 24 hours. c. All repairs to be made on site, Monday through Friday, excluding court holidays, between 8:00 am – 5:00 pm, Pacific-time. d. All corrective repair labor. e. All preventive maintenance labor. f. All travel expenses, including but not limited to air, meals, lodging, entertainment, and mileage. g. All shipping expenses. h. All other expenses. i. All parts except (list any part that is to be excluded from the agreement and billed separately in Table 1-B). 		

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Table 1-B: Excluded Parts for Magnetometer Service

Part Description	Purpose	Cost
None	None	None

Table 2-A.1: Service Agreement for X-Ray Equipment Service: 12 Hour Response Time

Price for 1-year Service Agreement for X-ray equipment:	\$6,000.00	per machine, per year, regardless of age, condition or location.
<u>Service to include:</u> <ol style="list-style-type: none"> a. One annual preventive maintenance service call, which includes the annual radiation survey. b. Unlimited corrective repair service calls. c. Two-hour response time and onsite within 12 hours. d. All repairs to be made on site, Monday through Friday, excluding court holidays, between 8:00 am – 5:00 pm, Pacific-time. e. All corrective repair labor. f. All preventive maintenance labor. g. All travel expenses, including but not limited to air, meals, lodging, entertainment, and mileage. h. All shipping expenses. i. All other expenses. j. All parts except (list any part that is to be excluded from the agreement and billed separately in Table 2-B). 		

Table 2-A.2: Service Agreement for X-Ray Equipment Service: 24 Hour Response Time

Price for 1-year Service Agreement for X-ray equipment:	\$5,600.00	per machine, per year, regardless of age, condition or location.
<u>Service to include:</u> <ol style="list-style-type: none"> a. One annual preventive maintenance service call, which includes the annual radiation survey. b. Unlimited corrective repair service calls. c. Two-hour response time and onsite within 24 hours. d. All repairs to be made on site, Monday through Friday, excluding court holidays, between 8:00 am – 5:00 pm, Pacific-time. e. All corrective repair labor. f. All preventive maintenance labor. g. All travel expenses, including but not limited to air, meals, lodging, entertainment, and mileage. 		

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Price for 1-year Service Agreement for X-ray equipment:	\$5,600.00	per machine, per year, regardless of age, condition or location.
<ul style="list-style-type: none"> h. All shipping expenses. i. All other expenses. j. All parts except (list any part that is to be excluded from the agreement and billed separately in Table 2-B). 		

Table 2-B: Excluded Parts for X-Ray Equipment Service

Part Description	Purpose	Cost
None	None	None

(b) Table 2-B No Exclusions. Contractor shall include all parts at no additional cost.

2. HOURLY RATES

Not to exceed hourly labor of **\$165.00** for performing additional services outside of the scope of corrective repair or preventive maintenance. Include special terms or restrictions that may apply, if any: **None**

END OF EXHIBIT

EXHIBIT C – STATEMENT OF WORK

1. SUMMARY OF WORK

- (c) Contractor must provide fixed rate service contracts for corrective repair and annual maintenance of Rapiscan X-ray and Magnetometer screening equipment available for purchase by any Member regardless of the equipment's age, condition, or location within California.
- (d) Contractor must provide the following for each piece of equipment covered under each service contract purchased by a Member:
 - 1. One preventive maintenance service call, which includes one radiation survey (for x-ray equipment only), on-site within 12 months since the last preventive maintenance call;
 - 2. Unlimited on-site corrective repair work;
 - 3. All parts necessary to perform corrective repair work or a maintenance call, except those parts specifically identified in Exhibit B – Pricing, Table 1-B and Table 2-B as being excluded;
 - 4. All labor necessary to perform corrective repair work or a maintenance call by technicians certified by the applicable manufacture of equipment to be serviced;
 - 5. All travel, lodging, meals, and expenses necessary for the contractor to perform corrective repair work or a maintenance call on a non-reimbursable, non-billable basis, except when services requested are not covered under the Member's purchased service agreement;
 - 6. Shipping of parts on a non-reimbursable, non-billable basis;
 - 7. Unlimited telephone support with a telephone response time within 2 hours for corrective repair service calls; and if needed, commence repair work on site by the following business day for repair service calls made by noon, and the 2nd business day for repair service calls made after noon. All onsite repairs are to be scheduled at times convenient to the Member;
 - 8. Coordination of all preventive maintenance work with the requesting Member's representative in advance;
 - 9. Provide new parts or refurbished parts that meet the original equipment manufacturers' specifications for each piece of equipment covered under each service contract purchased by a Member; and
 - 10. Upon request by a Member, provide additional billable time and material services not related to corrective repair or preventive maintenance, including de-installation, moving of equipment, re-installation, re-certifying.
 - 11. Once each quarter, provide a report showing details of all preventive maintenance and radiation surveys completed in the past quarter and all scheduled preventive maintenance and radiation surveys in the upcoming quarter.
- (e) Members may, at their discretion, order X-ray and Magnetometer related maintenance services under this Agreement by placing an individual order via a Purchase Order.

2. CONTRACTOR CONTACT INFORMATION

(a) Service and Technical Support

Rapiscan Customer Service Call Center
Telephone: (888) 258-6684, Option 2, Option 4
Email: rapiscanaoc@rapiscansystems.com

(b) Purchase Order Submittal

Shirley Moore
Telephone: (571) 227-6781
Email: smoore@rapiscansystems.com

(c) Sales Support

Service Contracts Dept.
Telephone: (888) 258-6684, Option 2, Option 4
Email: servicecontracts@rapiscansystems.com

3. ORDERING PROCESS

Contractor will establish individual Member accounts with Members placing orders under this Agreement. The individual accounts will be linked together and identified as a statewide account associated with the Agreement, sales, technical support and repair issues during the validity period of this Agreement.

4. CUSTOMER SERVICE

Contractor's customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution of maintenance and service issues. The customer service process includes, but is not limited to:

- (a) Customer service organizational structure.
- (b) Contact process (phone, email, fax, etc.).
- (c) Follow up process.
- (d) Internal procedures to track customer service contact and resolution.
- (e) Escalation process to resolve outstanding customer service issues.

END OF EXHIBIT

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JBCL APPENDIX

This JBCL Appendix contains the provisions required for compliance with Public Contract Code ("PCC"), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual ("JBCM") adopted pursuant to that law. In this appendix, (i) "Agreement" refers to the agreement into which this appendix is incorporated, (ii) "JBE" refers to the California judicial branch entity that is a party to the Agreement, (iii) "Contractor" refers to the other party to the Agreement, and (iv) "Consulting Services" refers to those services described in chapter 8, appendix C, section 1 of the JBCM.

1. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.

1.1. Nondiscrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

1.2. National Labor Relations Board. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

1.3. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.

2. Provisions Applicable Only to Certain Agreements. The provisions in this section are *applicable only to the types of agreements specified in the title of each subsection*. If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.

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- 2.1. **Agreements over \$10,000.** This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.
- 2.2. **Agreements over \$50,000.** No JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).
- 2.3. **Agreements of \$100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 2.4. **Agreements for Services over \$200,000 (Excluding Consulting Services).** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 2.5. **Agreements of \$1,000,000 or More.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).
- 2.6. **Agreements for the Purchase of Goods.** Contractor shall not sell or use any article or product as a "loss leader" as defined in Business and Professions Code section 17030.
- 2.7. **Agreements for the Purchase of Certain Goods, and Printing, Janitorial, and Building Maintenance Services Agreements.** If Contractor will sell to the JBE, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods

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regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

2.8. Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services. Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

2.9. Agreements relating to DVBE Incentive. This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

2.10. Agreements Resulting from Competitive Solicitations. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the

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Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

2.11. Agreements for Legal Services. Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the value of this Agreement is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.

2.12. Agreements Allowing for Reimbursement of Contractor's Costs. Contractor must include with any request for reimbursement from the JBE a certification that the 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.

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2.13. Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs. Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.

2.14. Agreements that the JBE Cannot Terminate for Convenience. The JBE's obligations under this Agreement are subject to the availability of applicable funds. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, if expected or actual funding is withdrawn, reduced, or limited in any way. If this Agreement is terminated for non-availability of funds, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total contract amount.

2.15 Agreements relating to small business preference. This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.