JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AMENDMENT COVERSHEET

MASTER AGREEMENT NUMBER	AMENDMENT NUMBER
MA-2017-10	**1**
	FEDERAL EMPLOYER ID NUMBER
	94-4413488

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 **Rapiscan Systems, Inc.** and the term "Judicial Council" or "State" refers to the **Judicial Council of California**.

2. This Amendment becomes effective on: **November 1, 2019**.

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 First Option Term period beginning November 1, 2019 and ending October 31, 2020. The expiration date of the Master Agreement is hereby changed from **October 31, 2019** to **October 31, 2020**.

   b. **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
	CONTRACTOR'S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)*
Judicial Council of California	**Rapiscan Systems, Inc.**
BY *(Authorized Signature)* DATE 10/8/19	BY *(Authorized Signature)* DATE 10/9/19
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
Robert Downs, Principal Manager	Lakisha Byrd, Sr. Contracts Administrator
ADDRESS	ADDRESS
Attn: Branch Accounting and Procurement Administrative Division 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348	2805 Columbia Street Torrance, CA 90503

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.

Standard Cabinet X-Ray System, model 620XRW140

	PRICE
Product including: 24 month warranty beginning at the time of installation; preventive maintenance; and annual radiation survey	Model number: 620XRW140 Pre-tax price: $14,925.00
In-feed and out-feed roller table (short table length)	Length: 5 Meter Pre-tax price: $463.00
In-feed and out-feed roller table (long table length)	Length: 1 Meter Pre-tax price: $591.00
Shipping (flat rate)	$588.00
Installation	$882.00
Training	$0
Three Year Maintenance/Service Agreement - continuous years after warranty expiration	$4,900.00
The 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	$1,550.00
• One Year Maintenance/Service Agreement – Equipment Age 4 Years	$1,650.00
• One Year Maintenance/Service Agreement – Equipment Age 5 Years	$1,700.00
• One Year Maintenance/Service Agreement – Equipment Age 6 Years	$1,751.00
• One Year Maintenance/Service Agreement – Equipment Age 7 Years	$1,803.53
• One Year Maintenance/Service Agreement – Equipment Age 8 Years	$1,857.64
Other costs: Price for Removal and Disposal of Decommissioned Cabinet X-Ray Systems	$650.00
Option: Movable pedestal stand for remote operation	$890.00
Option: Plexiglas entry/exit shields	$418.00

Miscellaneous Services Pricing

	PRICE
Removal, transport and legal disposal of any decommissioned X-ray machine	$650.00
Training hourly rate	$356.50
Hourly labor rate for any services provided outside of regular business hours	$277.50
Other costs: Travel Expenses	At cost

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. Amounts owed to the JBE due to rejections of Goods or Services or discrepancies in an invoice will be paid by Contractor within thirty days from Contractor's receipt of a debit memo or other written request for payment by the JBE.

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