

ATTACHMENT 3

PAYMENT PROVISIONS

1. Pricing

The price schedule is set forth below.

	<u>MAGNETOMETER</u>	<u>STANDARD CABINET X-RAY SYSTEM</u> (Standard Length In- Feed/Out-Feed Roller Tables)	<u>STANDARD CABINET X-RAY SYSTEM</u> (Extended Length In- Feed/Out-Feed Roller Tables)	<u>COMPACT CABINET X-RAY SYSTEM</u>
1. MODEL NUMBER 2. LENGTHS OF IN- FEED/OUT-FEED ROLLER TABLES FOR THE TWO TYPES OF STANDARD CABINET X-RAY SYSTEMS 3. AVAILABLE COLORS				
UNIT PRICE The unit price shall include <u>all</u> of the following: 1. Product 2. Five (5) continuous years of onsite maintenance service and support (as described in <u>paragraph 1.3.3 of Attachment</u> <u>2, Work to be Performed</u>) inclusive of <u>all</u> related costs, including, but not limited to, labor, travel and replacement parts 4. Training and training materials (as described in <u>paragraphs 1.3.2.1 and 1.3.2.2</u> <u>of Attachment 2, Scope of</u> <u>Services</u>)				
Ground Shipping and Insurance				
Installation				
Total price for removal, transport and legal disposal of a decommissioned Cabinet X-Ray System (as described in <u>paragraph 5.1.8 of Request For Proposals</u>).				
Hourly price for additional onsite training (as described in <u>paragraph 1.3.2.3 of Attachment 2, Work to be Performed</u>. inclusive of all related costs, including, but not limited to, labor, travel and materials.				

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2. All pricing in the schedule above shall remain fixed for at least the initial two (2) year term of this Master Agreement, as set forth in paragraph 2 (Term) of Attachment 4 Master Agreement General Conditions. If the AOC elects to extend the term of this Master Agreement, the AOC will use the proposed price adjustment factors applicable during the option period(s) and the price adjustments will be set forth in a written amendment to this Master Agreement. Any agreed-upon price adjustment may not exceed during any one (1) year option period the Consumer Price Index as published by the U.S. Bureau of Labor Statistics.
3. Payment will be provided to Contractor by the Purchasing Group member as set forth in paragraph 15 (Invoices, Payment and Setoff) of Attachment 4 Master Agreement General Conditions.
4. Purchasing Group members are exempt from federal excise taxes and no payment will be made for any taxes levied on Contractor's or any subcontractor employee's wages. Purchasing Group members will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. All tax must be included as a separate line item on Contractor's invoice.
5. Contractor shall not charge nor shall the Purchasing Group members pay any overtime rate.
6. Contractor shall not request nor shall the Purchasing Group members consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.
7. Contractor shall only submit a proposal for two (2) pieces of equipment each from the equipment listed above.
8. The fees paid by the Judicial Branch to the Contractor shall be at least as low as those fees charged by the Contractor to its other customers in local and state government that are receiving substantially comparable services at substantially comparable volumes over a similar period of time to the Services provided to the Judicial Branch Group ("Government Contract"). The foregoing comparison shall take into effect total scope, volume, geography)to the extent that geography has a direct effect on the Contractor's actual costs), services levels (when taken as a whole), technology, and assets associated with the services provided by the Contractor in each case and any taxes and transition charges included within the charges for such services. If, during the Term, the Contractor enters into a Government Contract contradicting the foregoing sentence, the Contractor shall (a) give the Judicial Branch immediate notice of any such lower pricing, and (b) offer to the Judicial Branch an immediate adjustment to the terms of this Agreement to reflect such lower pricing. At least once each year during the Term, upon the Judicial Branch's request and officer of the Contractor shall certify to the Judicial Branch that this obligation has not been contradicted by any transaction entered into by the Contractor since the later of the (1) Effective Date and (2) date of the most recent certification provided by the Contractor pursuant to this obligation.

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