

**EXHIBIT-A.3**  
**To Agreement by and between**  
**The County of Monterey, hereinafter referred to as “County”**  
**AND**  
**Bi Optic, Inc. hereinafter referred to as “CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR shall provide annual preventive maintenance and service, including minor parts and repairs on laboratory microscopes.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed **\$16,993** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Qty	Part#	Description	Unit Price	Ext. Price FY 23-24	Ext. Price FY 24-25	Ext. Price FY 25-26	
5	Service:H1	Maintenance To BX43 & BHTU, Nikon TMS, CIL	\$ 170.00	\$ 850.00	\$ 850.00	\$ 850.00	
2	Service:H2	Maintenance To Olympus BX41 Fluorescent & Nikon \$185.00 \$370.00 CIL LED Fluorescent	\$195.00	\$ 390.00	\$ 390.00	\$ 390.00	
4	Service:S1	Maintenance To Dissection Microscopes	\$ 50.00	\$ 200.00	\$ 200.00	\$ 200.00	
1	Service:H1	Maintenance To Generic Compound @ 160 Hitchcock Rd. Salinas	\$170.00	\$ 170.00	\$ 170.00	\$ 170.00	
1		Parts/Lamps	\$250.00	\$ 250.00	\$ 250.00	\$ 250.00	
4	Service Travel	TRAVEL/SET-UP	\$112.50	\$ 450.00	\$ 450.00	\$ 450.00	
		Sales Tax		\$ 22.50	\$ 22.50	\$ 22.50	
		<b>Total each Fiscal Year</b>		<b>\$2,332.50</b>	<b>\$2,332.50</b>	<b>\$2,332.50</b>	<b>\$ 6,997.50</b>
		FY 2022-2023					<b>\$ 2,205.00</b>
		FY 2021-2022					<b>\$ 2,205.00</b>
		FY 2020-2021					<b>\$ 1,985.00</b>
		FY 2019-2020					<b>\$ 1,800.00</b>
		FY 2018-2019					<b>\$ 1,800.00</b>
						<b>Not to Exceed</b>	<b>\$ 16,993</b>

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## **B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

Monterey County Health Department  
Public Health Bureau - Accounts Payable  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4500  
[412-PHFISCAL@co.monterey.ca.us](mailto:412-PHFISCAL@co.monterey.ca.us)

Monterey County Health Department  
Public Health Laboratory  
Attn: Donna Ferguson  
1270 Natividad Road  
Salinas, CA 93606  
(831)455-4636  
[fergusond@co.monterey.ca.us](mailto:fergusond@co.monterey.ca.us)

Invoices shall:

- a) Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
- b) Bear the Contractor's name as shown on the agreement.
- c) Be submitted monthly.
- d) Identify the billing and/or performance period covered by the invoice.
- e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.