

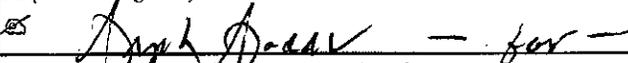
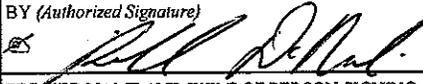
JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
LEVERAGED PROCUREMENT AGREEMENT COVERSHEET rev 04-10

Statewide Access Systems, Video Surveillance Systems, and Maintenance

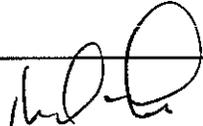
AGREEMENT NUMBER MA-401001
FEDERAL EMPLOYER ID NUMBER 13-2762488

- In this agreement (the "Leveraged Procurement Agreement"), the term "Contractor" refers to **Siemens Industry, Inc.** and the term "AOC" refers to the Judicial Council of California, Administrative Office of the Courts.
- This Agreement becomes effective as of **October 1, 2012** (the "Effective Date") and expires **September 30, 2014**
- The title of this Leveraged Procurement Agreement is: **Statewide Access Systems, Video Surveillance Systems, and Maintenance Services.**
 [The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.]
- The parties agree to the terms and conditions of this Leveraged Purchasing Agreement and acknowledge that this Agreement (made up of this coversheet, the Leveraged Procurement Agreement Terms and Conditions, and the following attachments) contains the parties' entire understanding related to the subject matter of this Agreement.

- Attachment 1 Travel Rate Guidelines
- Attachment 2 Description of Products and Services
- Attachment 3 Acceptance and Signoff Form
- Attachment 4 Pricing Sheets

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) Siemens Industry, Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Grant Walker – Senior Business Manager	PRINTED NAME AND TITLE OF PERSON SIGNING Russ DeNaroli FBA
ADDRESS Attn: Fiscal Service Office 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS 25821 Industrial Boulevard Hayward, CA 94545

Siemens Industry, Inc.
 25821 Industrial Boulevard
 Hayward, CA 94545
 Date: 10/24/2012

NAME: 
 TITLE: Keith E. Graham
 Counsel
 DATE: 10/24/2012

LEVERAGED PROCUREMENT AGREEMENT TERMS AND CONDITIONS

This Leveraged Procurement Agreement for Access Systems, Video Surveillance Systems, and Maintenance Services, including Attachment 1 – Travel Rate Guidelines, Attachment 2 - Description of Products and Services, Attachment 3 – Acceptance and Signoff Form, and Attachment 4 – Pricing Sheets collectively referred to as “(“Leveraged Purchasing Agreement”)”, is entered into effective as of October 1, 2012 (“Effective Date”) between Siemens Industry, Inc. (“Contractor”) and the Administrative Office of the Courts, the staff agency to the Judicial Council of California (“AOC”), for the benefit of the 58 Superior Courts of California, and the California Appellate Courts, which include the Supreme Court of California, all collectively, Judicial Branch Entities (“JBEs”).

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 Leveraged Procurement Agreement is to set forth the terms and conditions that apply to Contractor’s furnishing of access systems, video surveillance systems, and maintenance services, as requested in RFP No. ERS-041007 (“RFP”) and as further described in Attachment 2 – Description of Products and Services to JBEs.

2. TERM: The initial term of this Leveraged Procurement Agreement is two (2) years, commencing on the Effective Date set forth on the Leveraged Procurement Agreement Cover Sheet with three (3), one-year options to extend the term, which options may be exercised by the AOC in its sole discretion any time prior to the expiration of the initial term. If the AOC elects to extend the term of this Leveraged Procurement Agreement, the AOC may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Leveraged Procurement Agreement.

3. OBLIGATION: This Leveraged Procurement Agreement does not obligate the AOC or JBEs to place any orders under this Leveraged Procurement Agreement and it does not guarantee Contractor a specific volume of orders under this Leveraged Procurement Agreement. Contractor is obligated to furnish access systems, video surveillance systems, and maintenance services to the AOC and JBEs at prices that are at least as low as those charged by Contractor for substantially comparable goods under its contracts with other customers that are governmental entities or agencies, whether local, state or federal (“Government Contracts”). If Contractor enters into a Government Contract to supply access systems, video surveillance systems, and maintenance services that are substantially comparable to the access systems, video surveillance systems and maintenance services under this Leveraged Procurement Agreement and the prices charged under such Government Contract are lower than those charged under this Leveraged Procurement Agreement, Contractor must immediately (a) provide written notice to the AOC of such lower pricing, and (b) offer to the AOC and the JBEs such lower pricing. At the request of the AOC, and no more often than once in a 12-month period, an officer of Contractor must certify in writing and warrant to the AOC that the prices paid by JBEs under this Leveraged Procurement Agreement are the same or lower than prices paid under other Government Contracts for substantially comparable goods. Any price adjustment will be set forth in a written amendment to this Leveraged Procurement Agreement.

4. RELATIONSHIP OF PARTIES: The AOC has the authority to enter into leveraged procurement agreements for goods and services on behalf of the JBEs and to purchase goods and services on behalf of any JBE under any leveraged procurement agreement that may result from the RFP.

Contractor has the authority to enter into and perform its obligations under this Leveraged Procurement Agreement. Contractor is qualified to do business and is in good standing in the State of California.

Contractor warrants that the Goods and Services are and shall be compliant with Section 508 of the Rehabilitation Act of 1973 as amended.

5. SCOPE OF SERVICE AND PRICE:

(a) Contractor shall provide access systems, video surveillance systems, and maintenance services to the AOC and JBEs pursuant to the terms and conditions of this Leveraged Procurement Agreement. The description and price for the access systems, video surveillance systems, and maintenance services are set forth in Attachment 2 – Description of Products and Services.

(b) Contractor's prices set forth in Attachment 2 – Description of Products and Services, include all anticipated charges, including but not limited to, cost of materials and product, overhead, profits, and other costs or expenses incidental to the Contractor's performance under this Leveraged Procurement Agreement.

(c) If the Contractor requires reimbursement for travel expenses associated with installation and maintenance services, reimbursement will be in accordance with the Travel Rate Guidelines, attached hereto and made a part hereof. All travel that is to be reimbursed must be pre-approved and authorized in writing. If a JBE has requested installation or maintenance services, the travel must be pre-approved and authorized by the JBE's designated representative ("Representative"). If the AOC has requested installation or maintenance services, on behalf of any JBE, the travel must be pre-approved and authorized by the AOC Project Manager ("Project Manager"). Contractor must 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. INSTALLATION SERVICES: All products ordered by an individual JBE or the AOC on behalf of any JBE that require installation shall be completely installed and tested for functionality by Contractor. Installation and testing shall be completed as set forth in the ordering document. All costs and expenses for installation and testing shall be included in the prices set forth in Attachment 1 – Description of Products and Services. Contractor shall provide all materials, equipment, parts and labor necessary for the installation of the ordered products. Contractor shall transport all ordered products to the end user's facility prior to installation. The AOC and JBEs will not be responsible for any materials delivered to its facility prior to the contractor completing installation of the product.

7. MAINTENANCE SERVICES: If the AOC or an individual JBE orders maintenance services, such service shall be provided pursuant to the terms and conditions set forth this Leveraged Procurement Agreement.

8. INVENTORY: Contractor shall maintain access to a stock of products necessary to ensure prompt installation of goods ordered by AOC on behalf of any JBE. Failure to maintain access to such a stock shall be deemed a material breach of this Leveraged Procurement Agreement.

9. ORDERING

(a) Individual JBEs or the AOC, on behalf of any JBE, may place individual orders for access systems, video surveillance systems, and maintenance services provided pursuant to this Leveraged Procurement Agreement. Orders will be placed by issuing a Work Order to the Contractor and may be placed by telephone, facsimile or through Contractor's designated Internet site. The terms

and conditions of this Leveraged Procurement Agreement No. MA-401001 are applicable to all orders, regardless of the ordering document or the ordering process selected.

(b) The AOC Project Manager will be responsible for the acceptance of all products and services ordered by the AOC on behalf of any JBE and the AOC will be responsible for payment for such products and services pursuant to the terms and conditions set forth in this Leveraged Procurement Agreement.

(c) Individual JBEs will be responsible for the acceptance of all products and services that the JBEs order directly from Contractor and the individual JBE will be responsible for payment for such products and services pursuant to the terms and conditions set forth in this Leveraged Procurement Agreement.

(d) After the AOC has issued an order on behalf of any JBE, Contractor shall provide the JBE or AOC Project Manager with the total cost and lead time required for the products and services ordered. The total cost will itemize the cost of the product and installation cost. Contractor shall coordinate the installation date(s) with the JBE or AOC Project Manager prior to finalizing the order and include a schedule for completion of installation and testing on the order. Contractor shall provide the JBE or AOC Project Manager with an immediate acknowledgement of the order. The acknowledgement will be submitted by facsimile or email, regardless of what method is used to place the order, and will include: the products and services ordered, installation dates, and contact information. The order is not binding until Contractor provides acknowledgement of the order to the JBE or AOC Project Manager, including the products and services ordered, installation dates, and contact information. If a JBE is ordering directly from Contractor, Contractor will provide the same information to the JBE and use the same ordering process.

(e) Contractor shall maintain a toll-free telephone number for ordering, inquiries, and customer service, including requests for maintenance service.

10. CHANGES IN WORK; STOP WORK

(a) Changes in Work.

1. The AOC or JBE placing the order reserves the right to require Contractor to make changes in the requested work, including changes to an individual Work Order, which may include additions, deletions, or modifications to the work, or changes in the timing or level of effort for the work.

2. For any change proposed by the AOC or JBE, Contractor will submit in writing, to the party requesting the change: (i) a description of the proposed change and the reasons for the change; (ii) a summary of the total compensation to be paid to Contractor with a breakdown of tasks and costs, including any reduction in the work or costs resulting from the change; and (iii) a statement of the expected impact on schedule.

3. If the AOC or JBE requesting the change and Contractor agree on a change, the AOC or JBE will issue a written amendment to the Work Order documenting the change, for the parties' execution.

4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with the work unless otherwise directed by the AOC or JBE, and any continuing disagreement will follow the process set forth in paragraph 11, Dispute Resolution. Contractor should not proceed with any change prior to receiving a written directive or written amendment from the AOC or JBE. All costs for changes performed by the Contractor without prior written approval will be at the Contractor's sole risk and expense.

(b) Stop Work:

1. The AOC or JBE placing the order may, at any time, by delivery of a written stop work order ("Stop Work Order") to Contractor, require Contractor to stop any or all of the requested work, for a maximum of ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may mutually agree.

2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred during the applicable Stop Work

period. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the party initiating the Stop Work Order will either cancel the Stop Work Order or terminate the Work, as provided in paragraph 23 (Termination).

3. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume work. The party initiating the Stop Work Order may make an equitable adjustment in the installation schedule, the Work Order amount, or both, if (i) the Stop Work Order increases Contractor's costs or the time required for performance; and (ii) Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the applicable Stop Work period.

4. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated other than for cause, the party initiating the Stop Work Order may allow reasonable costs resulting from the Stop Work Order.

5. Neither the AOC nor any JBEs will be liable to Contractor for loss of profits because of any Stop Work Order.

11. DISPUTE RESOLUTION

All parties will attempt, in good faith, to resolve any disputes informally. The Contractor will meet with the AOC Project Manager, or other designated representative, and/or the individual JBE's representative to discuss the matter and any actions necessary to resolve a dispute.

(a) Escalation:

1. If a dispute remains unresolved following written notice by either party, each party's Chief Executive Officer ("CEO") or designated representative will meet to exchange information and attempt resolution within fifteen (15) days of the effective date of such notice.

2. If the matter is not resolved as set forth in paragraph 11.a.1, the aggrieved party will submit a second written notice which will: (i) provide detailed factual information; (ii) identify the specific provisions in the Leveraged Procurement Agreement on which any demand is based; (iii) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and (iv) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. The notice will be signed by an authorized representative of the aggrieved party.

3. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen (15) days after receipt of a written request, unless otherwise agreed.

(b) Confidentiality During Dispute Resolution: All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

(c) Performance During Dispute Resolution: Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the work, including work associated with the dispute, unless otherwise directed. Contractor's failure to diligently proceed in accordance with the AOC's instructions will be considered a material breach of the Leveraged Procurement Agreement.

12. FORCE MAJEURE

(a) Force Majeure events include, but are not limited to:

1. catastrophic acts of nature, or public enemy;
2. civil disorder;
3. fire or other casualty for which a party is not responsible; and
4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide written notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The

party claiming Force Majeure will use best efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

(b) Any assertion of a Force Majeure event by Contractor's subcontractors will be attributed to Contractor.

13. PRODUCT AND SERVICES WARRANTIES

(a) All goods provided hereunder shall be new and will perform to the manufacturer's specifications, and shall be warranted against defects in material and workmanship. Contractor shall pass through all manufacturer supplied end-user warranties to end user on all goods provided pursuant to this Leveraged Procurement Agreement.

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

(c)

(d) The parties agree that the AOC may transfer and assign any item in Attachment 2 - Description of Products and Services, including all warranties, rights to maintenance services, other contract rights, and other rights and duties of the AOC respecting the product or service, to any other JBE, without the consent of the Contractor. Upon transfer, Contractor shall recognize and acknowledge the assignee/transferee JBE and afford this assignee/transferee the same rights as the AOC with respect to such product or service.

14. SOFTWARE LICENSES AND TOOLS: All copies of software programs and software tools must remain with the JBEs receiving any related goods or services from Contractor.

15. PROTECTION OF UTILITIES: Contractor shall protect from damage public and private utilities encountered during the performance of any Work under this Leveraged Procurement Agreement. Prior to beginning any Work, Contractor shall give proper notification to the agencies that have utilities in place, and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and structures.

16. HAZARDOUS MATERIALS

(a) Should Contractor's personnel, during the course of a survey at a JBE facility or during an approved installation, encounter hazardous materials (hazardous materials include asbestos, PCBs, lead, radioactive materials, explosives and other materials defined as hazardous or dangerous wastes), Contractor's installers shall not disturb such materials, but should immediately contact the JBE or AOC Project Manager to determine an alternative installation plan that will not disturb those or other hazardous materials.

(b) If some or all of the equipment or materials being provided by Contractor are on CAL OSHA's "Hazardous Substances List," Contractor must forward a completed Materials Safety Data Sheet (MSDS) to the JBE or AOC Project Manager.

(c) Contractor's services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal, or treatment of any hazardous, toxic, radioactive, or infectious substances, including any substances regulated under RCRA or any other federal or state environmental laws (collectively called "Hazardous Materials"). The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a site where Contractor is to perform services or of contamination of the site by Hazardous Materials not previously disclosed to Contractor in writing shall entitle Contractor to suspend its services immediately, subject to mutual agreement of terms and conditions applicable to further services, or to terminate its services and to be paid for services previously performed.

17. SCOPE OF WORK; ACCEPTANCE

(a) Scope of Work: Contractor will perform and complete all Work described in Attachment 2 – Description of Products and Services in compliance with the requirements of this Leveraged Procurement Agreement, and to the satisfaction of the AOC and JBEs.

(b) Acceptance.

1. All work provided by Contractor under this Leveraged Procurement Agreement is subject to written acknowledgement and acceptance by the AOC or JBE Project Manager or a representative of the AOC or JBE placing the order (“Representative”). The AOC or JBE Project Manager or, as appropriate, Representative will apply the acceptance criteria set forth in Attachment 3 – Acceptance and Signoff Form, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or market place standards) to determine acceptance or non-acceptance of the work.

2. The AOC or JBE Project Manager or, as appropriate, Representative shall use Attachment 3 -Acceptance and Signoff Form to notify Contractor of acceptance or non-acceptance.

3. If the work is not acceptable, the AOC or JBE Project Manager or, as appropriate, Representative shall detail why the work does not meet the acceptance criteria. Contractor shall have ten (10) business days from receipt of notice to correct the failure(s) and conform the work to the acceptance criteria. Contractor will redo or resubmit the work and the AOC or JBE Project Manager or, as appropriate, Representative will re-apply the acceptance criteria to determine the work’s acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this paragraph 17 until Contractor’s receipt of written acceptance of such corrected work; provided, however, that if the work is rejected on at least two (2) occasions, the AOC or JBE Project Manager, or as appropriate, Representative may terminate that portion of the applicable Work Order or this Leveraged Procurement Agreement which relates to the rejected Work at no expense to the AOC or JBEs.

(c) Prior Work: Prior work, performed by Contractor pursuant to AOC’s authorization, but before execution of this Leveraged Procurement Agreement, will be considered as having been performed subject to the provisions of this Leveraged Procurement Agreement.

(d) Non-Exclusivity: This is a non-exclusive agreement. The AOC reserves the right to perform, or have others perform the work of this Leveraged Procurement Agreement. The AOC reserves the right to bid the work to others or procure the work by other means.

18. INVOICES, PAYMENT AND SETOFF: Neither the AOC nor JBEs shall have an obligation to pay for any item or work until acceptance of the work and receipt of one original correct invoice for the item or work. The invoice must be sent to the address shown on the Work Order. Payment is due 45 days after receipt of the invoice, unless otherwise indicated on the Work Order. Each invoice shall be printed on Contractor’s standard printed bill form, and shall include at a minimum (a) the Work Order number, (b) Contractor’s name and address, (c) the nature of the invoiced charge, (d) the description and quantity of goods or work provided, (e) the per unit amount charged, (f) the extended price, with Use Tax included in the price stated in the work order and (g) each item on the invoice owed to the AOC or JBEs due to rejection of goods or services or discrepancies in said invoices will be, at the AOC’s or, as appropriate, JBE’s option, fully credited against future invoices payable by the party, or paid by Contractor within thirty (30) days from Contractor’s receipt of a debit memo or other written request for payment. The AOC or, as appropriate, JBEs shall have the right at any time to set off any amount owing from Contractor to the party against any amount payable by the party pursuant to any Work Order or any other transaction or occurrence.

19. REPORTS: The AOC requires quarterly program reports that include a list of all products that are manufacturer discontinued within the current quarter or are scheduled to be manufacturer discontinued within the next twelve month period. The report shall include a proposed replacement product for any product that is manufacturer discontinued. Additionally, the quarterly report shall provide a summary of the equipment and services ordered, including the location where the equipment was installed and the total value ordered during the quarter reported. Quarterly reports must be provided

to the designated AOC staff member no later than thirty (30) days after the end of each quarter and shall include purchases that are invoiced or paid for with a credit card.

20. AUDIT RIGHTS: Contractor agrees to maintain records relating to performance and billing by Contractor under this Leveraged Procurement Agreement for a period of four (4) years after final payment of any Work Order issued under this Leveraged Procurement Agreement. During the period of time that Contractor is required to retain such records, the AOC 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.

21. CHANGES AND AMENDMENTS: Changes or amendments to any component of the Leveraged Procurement Agreement can be made only with prior written approval from the AOC Contract Manager ("Contract Manager"). Requests for changes or amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Leveraged Procurement Agreement or any subsequent Work Order due to an act of Force Majeure, although the performance period of the Leveraged Agreement may be amended due to an act of Force Majeure. After the AOC Contract Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Leveraged Procurement Agreement shall be authorized via bilateral execution of a State of California Standard Leveraged Procurement Agreement form.

22. AMENDMENT; WAIVER; SEVERABILITY: No amendment to this Leveraged Procurement Agreement will be effective unless it is in writing and signed by Contractor and the AOC. A party's waiver of enforcement of any of this Leveraged Procurement Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. If any part of this Leveraged Procurement Agreement is held unenforceable, all other parts remain enforceable.

23 TERMINATION:

(a) The AOC may terminate this Leveraged Procurement Agreement without cause by providing Contractor with thirty (30) days prior written notice. The AOC may terminate any Work Order if Contractor is in breach of the terms of such Work Order, including this Leveraged Procurement Agreement, and such breach is not cured within thirty (30) days of written notice from the AOC. A JBE placing an order under this Leveraged Procurement Agreement may terminate its Work Order if Contractor is in breach of the terms of such Work Order or this Leveraged Procurement Agreement, and such breach is not cured by Contractor within thirty (30) days of written notice.

(b) Contractor may terminate a Work Order, with respect to the AOC and JBEs if the AOC or JBEs fail to pay delinquent invoices due hereunder within thirty (30) days after receipt of written notice of delinquency.

(c) The AOC may terminate this Leveraged Procurement Agreement for cause immediately.

(d) The AOC and JBE's obligations under a Work 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, the AOC or JBEs may terminate a Work Order, in whole or in part, without prejudice to any right or remedy, for lack of appropriation of funds. Upon termination, the AOC or, as appropriate, JBEs will pay Contractor for the goods or services delivered or completed prior to the termination.

24. INDEMNITY: CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL SATISFACTORY TO THE AOC) AND HOLD HARMLESS THE JBEs NAMED IN THIS LEVERAGED PROCUREMENT 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 GOODS OR 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 INSTALLATION AND ACCEPTANCE OF GOODS OR SERVICES.

25. INFRINGEMENT INDEMNITY: Contractor shall indemnify, defend (with counsel satisfactory to the AOC) and hold the JBEs named in this Leveraged Procurement 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 goods or services furnished or provided by Contractor under this Leveraged Procurement Agreement.

26. INSURANCE:

(a) **General Insurance Requirements:** Contractor will obtain and maintain the minimum insurance set forth in subparagraph (b), below. By requiring such minimum insurance, the AOC will not be deemed or 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 Leveraged Procurement Agreement.

(b). **Minimum Scope and 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 not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease.
3. Commercial General Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence and \$2,000,000 annual aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract.
4. Business Automobile Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence, combined single limit for Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, assigned to or used in connection with the provision of the Services.
5. Professional Liability Insurance with limits of not less than **\$1,000,000** per claim or per occurrence and **\$1,000,000** annual aggregate insuring the Contractor's acts, errors or omissions resulting in loss of data, software or system failure, or failure to perform the professional services provided for under the terms of this Agreement.

(c). **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to, and approved by, the AOC. The deductible and/or self-insured retentions will not

limit or apply to Contractor's liability to any member of the Purchasing Group and will be the sole responsibility of Contractor. By signing this Leveraged Procurement Agreement, AOC acknowledges that Contractor has declared and AOC hereby approves Contractor's deductible in the amount of \$1,000,000 under Automobile Liability and \$30,000 under General Liability. Upon request, Contractor's broker will provide a letter certifying its deductibles.

(d). Endorsements; Additional Insureds: The Commercial General Liability insurance and the Business Automobile Liability insurance policies 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 with respect to 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 AOC with certificates of insurance satisfactory to the AOC, evidencing all required coverage is in full force and effect before Contractor begins any Services;

5. All of Contractor's policies will be endorsed to provide written notice to the AOC of cancellation, or non-renewal, of coverage, within fifteen (15) days, mailed to the AOC's representative for notices named in this Master Agreement. Such notice will reference the relevant project, and contract number.

(e). Waiver of Subrogation: Contractor and its insurance companies providing the Commercial General Liability, Business Automobile Liability and Worker's Compensation insurance 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.

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

(A) *Authority.* Contractor has authority to enter into and perform its obligations under this Leveraged Procurement Agreement. Contractor is qualified to do business and is in good standing in the State of California.

(B) *Not an Expatriate Corporation.* Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286.1, and is eligible to contract with the AOC and JBEs under this Leveraged Procurement Agreement.

(C) *Sales and Use Tax Collection.* Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.

(D) *No Gratuities.* Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any member, justice, judicial officer, judge, officer, employee, or agent of AOC and JBEs, with a view toward securing this Leveraged Procurement Agreement or securing favorable treatment with respect to any determinations concerning its performance under the Leveraged Procurement Agreement.

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(E) *No Conflict of Interest.* Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with AOC and JBEs.

(F) *No Interference with Other Contracts.* To the best of Contractor's knowledge, executing this Leveraged Procurement Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

(G) *No Litigation.* No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform under the Leveraged Procurement Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse affect on Contractor's business, the validity or enforceability of this Leveraged Procurement Agreement, or Contractor's ability to perform under the Leveraged Procurement Agreement.

(H) *Compliance with Laws Generally.* Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.

(I) *Work Eligibility.* All personnel assigned to perform work under the Leveraged Procurement Agreement are able to work legally in the United States and possess valid proof of work eligibility.

(J) *Drug Free Workplace.* Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

(K) *No Harassment.* Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance under the Leveraged Procurement Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

(L) *Non-discrimination.* 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 Seller's obligations of non-discrimination.

(M) *Domestic Partners, Spouses, and Gender Discrimination.* If an ordering document under the Leveraged Procurement Agreement provides for total compensation of more than \$100,000, Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or

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discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

(N) *National Labor Relations Board Orders.* If this Leveraged Procurement Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), 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.

(O) *Sweatfree Code of Conduct.*

- No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the AOC and JBEs under the Leveraged Procurement 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 further declares under penalty of perjury that it 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 Public Contract Code section 6108. This certification is made under penalty of perjury.

- Contractor cooperates 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 AOC and JBEs.

(P) *Discharge Violations.* Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued under Water Code section 13301 for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

(Q) *Use of Postconsumer Material.* If the Leveraged Procurement Agreement provides for the purchase and sale of goods specified in Public Contract Code section 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), and the percentage of Contractor's postconsumer material in these goods cannot be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or Contractor website:

- Contractor has delivered a declaration to the AOC and JBEs specifying the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code section 12200 in goods offered or sold to the AOC and JBEs, regardless of whether the goods meet the requirements of Public Contract Code section 12209.

- Under penalty of perjury, the declaration is true and correct and will remain so until Contractor delivers any amendment of the current declaration to the AOC and JBEs, in which case the current declaration as amended will be true and correct.

28. Loss Leader Prohibition

If the Leveraged Procurement Agreement involves the furnishing of equipment, materials, or supplies, Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030.

29. Union Activities Certification Requirement

As required under Government Code sections 16645-16649, if an ordering document under the Leveraged Procurement Agreement provides for total compensation in excess of \$50,000 to Contractor:

- a. Contractor shall include with any request for cost reimbursement from the AOC and JBE’s funds a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing; and
- b. Contractor shall not:
 - A. Assist, promote, or deter union organizing by employees performing work for the AOC and JBEs under the Leveraged Procurement Agreement;
 - B. Use the AOC or JBE’s funds received under the Leveraged Procurement Agreement;
 - C. For any business conducted under the Leveraged Procurement Agreement, use any property of the AOC and JBEs to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the AOC or JBE’s property is equally available to the general public for holding meetings.

If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that no reimbursement from the AOC and JBE’s funds has been sought for these costs, and provide those records to the California Attorney General upon request.

30. Federally-funded Orders

If any ordering document under the Leveraged Procurement Agreement is funded in whole or in part by the federal government, then:

- It is mutually understood between the parties that the Leveraged Procurement Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Leveraged Procurement Agreement was executed after that determination was made;
- The Leveraged Procurement Agreement is valid and enforceable for the AOC and JBEs only if sufficient funds are made available to the AOC and JBEs by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, the Leveraged Procurement Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the

provisions, terms, or funding of an ordering document under the Leveraged Procurement Agreement in any manner;

- The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which an ordering document under the Leveraged Procurement Agreement is intended to be paid, the Leveraged Procurement Agreement shall be deemed amended for the AOC and JBEs without any further action of the parties to reflect any reduction in funds.
- Exemptions from the above requirements may be granted if the AOC and JBEs can certify in writing that federal funds are available for the acquisition during the term of any ordering document under the Leveraged Procurement Agreement.

31. DVBE Participation Certification

If Contractor made a commitment to achieve disabled veterans business enterprise participation, Contractor shall within 60 days of receiving final payment under any ordering document under the Leveraged Procurement Agreement (or within such other time period as may be specified elsewhere in the Leveraged Procurement Agreement) certify in a report to the AOC and JBEs: (1) the total amount the prime Contractor received under any ordering document under the Leveraged Procurement Agreement; (2) the name and address of any disabled veterans business enterprises (DVBE) that participated in the performance of any ordering document under the Leveraged Procurement Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under any ordering documents under the Leveraged Procurement Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

32. Antitrust Claims

If goods or services under the Leveraged Procurement Agreement were obtained by means of a competitive bid, Contractor shall comply with the requirements of Government Code sections set out below.

- Contractor shall assign to the AOC and JBEs 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 AOC and JBEs pursuant to the bid. Such assignment shall be made and become effective at the time the AOC and JBEs tender final payment to the Seller. (GC 4552)
- If the AOC and JBEs receive, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the AOC and JBEs any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the AOC and JBEs as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553).

- Upon demand in writing by the Contractor, the AOC and JBEs 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 (1) the AOC and JBEs have not been injured thereby, or (2) the AOC and JBEs decline to file a court action for the cause of action. (GC 4554)

33. Ownership of Results

- a. *Orders Funded with Grant Funds.* If the Leveraged Procurement Agreement provides compensation to Contractor under a project funded through a grant, title to all expendable and non-expendable personal property with a value of \$500 or more purchased with AOC and JBEs funds shall vest automatically and without further action of the parties with the AOC and JBEs effective at the conclusion of the project. If Contractor provides written certification to the AOC and JBEs that the property will continue to be used for grant-related purposes and the AOC and JBEs approve such certification in writing, the AOC and JBEs may permit title to all such property to remain with Contractor in accordance with the AOC and JBE's written instructions. Contractor must await specific written instructions from the project manager regarding any transfer of title or disposition.

34. Audit and Records

- a. *Audit.* Contractor shall allow the AOC and JBE's designees review and audit Contractor's documents and records relating to the Leveraged Procurement Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit.
- b. *Ownership.* The AOC and JBEs are the exclusive owner of all materials collected and produced in connection with the Services. Upon request at any time, subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the AOC and JBEs or to another party at the AOC and JBE's direction. Contractor shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:
 - Contractor's receipt of final payment under any ordering document under the Leveraged Procurement Agreement; and
 - The AOC and JBE's resolution with Contractor of the findings of any final audit.
- c. *Copies.* Contractor may retain copies of any original documents Contractor provides to the AOC and JBEs.

35. STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Contractor is an independent contractor and while performing work on or off the premises of the AOC and JBEs named

in this Leveraged Procurement Agreement neither it nor any of its agents or employees shall be considered agents or employees of such JBEs. Contractor shall not subcontract or delegate its obligations under this Leveraged Procurement Agreement without the prior written consent of the AOC.

36. AGREEMENT ADMINISTRATION/COMMUNICATION

(a) Under this Leveraged Procurement Agreement, the AOC Project Manager shall monitor and evaluate the Contractor's performance. Notice to the AOC must be in writing and shall be delivered to the appropriate following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Malcolm Franklin
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102

(b) The AOC Project Manager's will be the contact for each Work Order issued by the AOC. Contractor shall contact the AOC Project Manager regarding questions on the Work Order or payment status for Work Orders issued by the AOC.

(c) The JBE placing an order with Contractor will designate a JBE representative to be the contact for each Work Order issued. Contractor shall contact the designated JBE representative regarding questions on the Work Order or payment status for any Work Orders issued by the JBE.

(c) Notice to Contractor must be in writing and shall be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Tod Fitzpatrick
Siemens Building Technologies, Inc.
25821 Industrial Boulevard
Hayward, CA 94545

(d) Notice is effective on receipt; however, any correctly addressed written notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable.

37. ASSIGNMENT: Neither party shall assign this Leveraged Procurement 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 AOC and Contractor. Such consent shall not be unreasonably withheld. However, the parties agree that in the event the AOC is required by law, statute, or regulation to assign this Leveraged Procurement Agreement to another government entity for administrative or other purposes, Contractor's consent is not required. This Leveraged Procurement Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.

38. GOVERNING LAW, VENUE: The formation, interpretation and performance of this Leveraged Procurement 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 Leveraged Procurement Agreement shall be in the City and County of San Francisco.

39. CONTRACT CONSTRUCTION: Headings or captions to the provisions of this Leveraged Procurement Agreement are solely for the convenience of the parties, are not part of the Leveraged Procurement Agreement, and shall not be used to interpret or determine the validity of this Leveraged Procurement Agreement. Any ambiguity in this Leveraged Procurement Agreement shall not be

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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 Leveraged Procurement Agreement.

40. SURVIVAL: Terms which shall survive any termination or expiration of this Leveraged Procurement Agreement include, but are not limited to, Indemnity, Warranties, Infringement Indemnity, Audit Rights, and Assignment.

41. SIGNATURE AUTHORITY: The parties signing this Leveraged Procurement Agreement certify that they have proper authorization to do so.

42. ENTIRE AGREEMENT: This Leveraged Procurement 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.

Attachment 1 Travel Rate Guidelines

The Purchasing Group's policy and limits on reimbursable travel-related expenses are listed below.

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.

Meals – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.

1. Breakfast – Up to \$6.
2. Lunch – Up to \$10.
3. Dinner – Up to \$18.

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.

Incidental Expenses – Up to \$6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

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 \$.485 per mile

ATTACHMENT 2 – DESCRIPTION OF PRODUCTS AND SERVICES

1. Bosch Video Equipment.

1.1 System Option #1 – 1-16 CAMERAS (IP Cameras with local SD Storage).

1.1.1 System will consist of Bosch IP cameras utilizing local SD card storage with video management through Bosch Video Client software which includes:

- Bosch standard definition (4CIF) IP cameras and 720p HD cameras utilize local SDHC (high capacity) card storage ranging from 4GB to 32GB.
- Bosch high definition 1080p cameras utilize local SDXC (extreme capacity) card storage ranging from 64GB to 2TB.
- Management of both live and recorded video will be through Bosch Video Client (BVC) software. BVC is peer to peer, viewer software capable of managing up to 128 individual IP cameras with dual monitor support at each client.
- BVC supports and manages Bosch Intelligent Video Analytics (IVA) for both live/proactive and recorded/forensic use in the camera.
- Live video streams are retrieved directly from the camera encoder through BVC while recorded streams are retrieved directly from the local SD card storage medium. This configuration eliminates the need for centralized storage.

1.2 System Option #2– 16-32 CAMERAS (IP CAMERA ONLY SYSTEM)

1.2.1 System will consist of up to 32 Bosch IP cameras (either standard definition or high definition) communicating back to an iSCSI RAIDS disk array.

- Bosch DLA storage devices are rack mounted, RAIDS storage arrays in either 4 (1U) or 8 (2U) bay configurations capable of 4TB, 8TB and 16TB storage varieties.
- DLA storage devices are manufactured with a Bosch iSCSI target initiator ready to receive H.264 compressed video directly from Bosch IP cameras – without the need for a NVR server.
- DLA storage devices come with dual NIC cards and redundant power supplies.
- Management of both live and recorded video streams through Bosch Video Management Software (BVMS)
- BVMS-32 is a pre-licensed 32 camera video management package supporting up to two (2) workstations.
- Each workstation can support up to four (4) individual monitors-displaying a combination of live video, recorded video, alarm events and map integration.
- BVMS supports and manages Bosch Intelligent Video Analytics (IVA) for both live/proactive and recorded/forensic use.
- BVMS supports all Bosch standard definition and high definition cameras and encoders as well as decoders for flexible monitor support and display options.

1.3 Video Surveillance System equipment may include, but is not limited to, the following:

1.3.1 Hybrid/Analog--CCTV (Pelco Digital Sentry System or equivalent manufacturer)

- Fixed internal color camera with lens;
- Pan, tilt, zoom internal color camera with lens;
- Fixed external color cameras with lens;
- Pan, tilt, zoom external color camera with lens;
- Encoders for analog cameras;
- Console station with desktop and mounts for two (2), four (4), and six (6)-17" color, flat-screen monitors;
- Network Video Recorder (NVR) with 280 mbps bandwidth, support for up to 128 IP streams and up to 64 analog cameras at D1 resolution and full frame rate. Configurations with the ability to retain seven (7) days of recorded video at each site, Networkable / CD-RW/DVD-RW/Motion Detection;
- All materials, including but not limited to building code compliant, riser/plenum rated conduit, wiring, coax, and connectors for a fully functioning CCTV system;
- Lux requirements: 0.1lux (color mode); 0.003 lux (sensitivity up x32); 0.1lux (B/W mode); 0.003 lux (sensitivity up x32).

1.3.2 DigitalIP (Pelco Endura System or equivalent manufacturer)

- IP security cameras with embedded web-server, 1/4" optical format, and RGB color filter array micro-lens or the ability to take existing cameras into a Network Video Recording (NVR) with an addition of an Endura Encoder module;
- Linux based network video recorder with the ability to retain seven (7) days of recorded video at a minimum of 15 frames per second. Storage capability should be expandable for future changes;
- NVR client-server application capable of supporting multi-user, multi-level, multi-camera, and multi-site environments with live view, record, and playback to any number of authorized users;

1.3.3 Peripherals

- External weather-proof camera housing and mounting suitable for protecting this equipment from all weather conditions found at any Purchasing Group member facility. Such weather conditions include, but are not limited to, extreme hot and cold temperatures and snow and rain, housing should be vandal protected;
- Internal camera domes are standard but purchasing group member may include Sarix type cameras or equivalent for video analytics and other specific design criteria.
- Training necessary to familiarize court employees with equipment operations.

2.0 SiPass Access Control

2.1 Access System equipment may include, but is not limited to, the following:

- Proximity card readers with modern styling, as flush to wall as possible for internal applications;
- External long distance (6 foot) readers should be available;
- Weather proof, tamper proof readers and dual use (Card and Pin Numbers) for external and an internal version;
- Vandal resistant metal key pads;
- Vandal resistant proximity reader;
- Portable hand held transponder readers;
- System capacity for 200, 400, 600 and 800 proximity cards;
- Stand-alone computer, monitor, and power supply, with operating system necessary to assign access levels, authenticate and delete cards/users, run reports, and overall administration of the proximity card system;
- The operating system should allow for automatic and effortless back-ups;
- The operating system should have an intuitive user interface;
- Single workstation able to operate up to 110 doors, with the ability to increase to multiple work stations if necessary;
- A minimum of three security software user-levels;
- System should be pre-programmed to integrate with external alarm panels, CCTV system, and door locking management tools if necessary;
- Exit door panic alarm hardware;
- Door controllers and striker locks;
- Ability to add exit control buttons and exit door detection devices;
- All materials, including but not limited to low voltage wiring, computer programming and electrical work, necessary for a fully functioning access system;
- Installation should include any paint and trim replacement as required;
- Installations may require the replacement of doors and other trim as required;
- Set-up and installation of a fully functioning system;
- Training for court personnel on operating and maintaining the system.

3.0 Onsite Maintenance Services

3.1 Contractor must offer the following onsite maintenance services:

- Maintenance contract for a minimum of four (4), one-year periods after expiration of initial one year warranty period;
- Time and materials service and repair option;
- Emergency/online phone response shall be two (2) hours;
- Ability to begin performing any maintenance work at any JBE facility or at multiple facilities simultaneously within twelve (12) hours of receiving a service request;
- Window for call handling shall be 24/7;
- Hours of service shall be 24/7;
- Maintenance and repair of all systems, regardless of whether or not the existing system was initially purchased or installed by the Contractor;
- Preventative maintenance;
- Annual functional test of 100% of equipment which includes operational checks;

- Data protection;
- Database backup;
- Test and Inspections;
- Annual operational check of equipment to ensure performance to manufacturers' specifications;
- Contractor must keep 5% of spare parts in inventory;
- Non Contractor installed parts are not part of spare part stock and will be ordered and shipped as needed;
- DVR loaners are included;
- Ten (10) business days is estimated for any return of repaired parts.

3.2 Product Availability

- SiPass systems will be available for shipment within two (2) to three (3) days of an order receipt.
- Attic stock for service of existing systems field devices (card readers, door controllers, and cameras) will be stocked in all 5 of Contractor's locations throughout the state.
- Bosch Video Surveillance products are available for shipment within two (2) to three (3) days of shipment once an order is placed.

4.0 Installation

- All products ordered shall be completely installed and tested for functionality by Contractor;
- Contractor shall provide all materials, equipment, parts and labor necessary for the installation of the ordered products;
- Contractor shall be responsible for the transportation of all ordered products to the JBE's facility prior to installation.
- JBEs shall not be responsible for risk of loss for any products delivered to its facility prior to the Contractor completing installation of the products;
- Contractor is responsible for system integration and software validation.

5.0 Training Services

- Basic training for new systems will be provided by the Contractor's senior programmers;
- Two (2) hours of training per system to show up to eight (8) on-site personnel how to utilize the system;
- In-class training at Contractor's site which is an all day class and can be tailored to any of the systems;
- Classes may be scheduled and taught by the system manufacturers and are from two (2) to five (5) days.

6.0 Ordering Process

Contractor will establish a customer account with the AOC for placing orders on behalf of any JBE under this Leveraged Procurement Agreement and an individual account for any JBE that elects to place an order directly from the Contractor.

Contractor will provide the AOC with the total cost and lead time required for the product(s) and services ordered, including maintenance and repairs on existing systems. The total cost will itemize the

cost of the order. Contractor will provide the AOC with an immediate acknowledgement of the order. The acknowledgement will be submitted by facsimile or email, regardless of what method is used to place the order and will include: the products and services ordered, installation dates, and contact information. If a JBE is ordering directly from the Contractor, the Contractor will provide the same information to the JBE and use the same ordering process.

Contractor is required to maintain a toll-free number for ordering, inquiries and customer service, including requests for maintenance services.

7.0 Reports

Contractor shall provide the AOC Project Manager quarterly program reports that include a list of all products that are manufacturer discontinued within the current quarter or are scheduled to be manufacturer discontinued within the next twelve month period. The report shall include a proposed replacement product for any product that is manufacturer discontinued. Additionally, the quarterly report shall provide a summary of the equipment and services ordered, including the location where the equipment was installed and the total value ordered during the quarter reported. Quarterly reports must be provided to the AOC Project Manager no later than thirty (30) days after the end of each quarter and shall include purchases that are invoiced.

ATTACHMENT 3 - ACCEPTANCE AND SIGNOFF FORM

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Acceptance status:

- Unacceptable, as noted above.
 Substantial Completion is granted; issues to be addressed in Punch List.
 Acceptance is granted.

Name: _____

Title: _____

Date: _____

**ATTACHMENT 4
 PRICING SHEETS**

Requirement	Description of Proposed Video Surveillance System	Video Surveillance System Pricing (LESS TAX)
<p>Video Surveillance System</p>	<p>SYSTEM OPTION #1 – 1-16 CAMERAS (IP Cameras with local SD Storage) System will consist of Bosch IP cameras utilizing local SD card storage with video management through Bosch Video Client software.</p> <ul style="list-style-type: none"> • Bosch standard definition (4CIF) IP cameras and 720p HD cameras utilize local SDHC (high capacity) card storage ranging from 4GB to 32GB. • Bosch high definition 1080p cameras utilize local SDXC (extreme capacity) card storage ranging from 64GB to 2TB. • Management of both live and recorded video will be through Bosch Video Client (BVC) software. BVC is a peer to peer, viewer software capable of managing up to 128 individual IP cameras with dual monitor support at each client. • BVC supports and manages Bosch Intelligent Video Analytics (IVA) for both live/proactive and recorded/forensic use in the camera. • Live video streams are retrieved directly from the camera encoder through BVC while recorded streams are retrieved directly from the local SD card storage medium. This configuration eliminates the need for centralized storage. <p>SYSTEM OPTION #2 – 16-32 CAMERAS (IP CAMERA ONLY SYSTEM) System will consist of up to 32 Bosch IP cameras (either standard definition or high definition) communicating back to an iSCSI RAID5 disk array.</p> <ul style="list-style-type: none"> • Bosch DLA storage devices are rack mounted, RAID5 storage arrays in either 4 (1U) or 8 (2U) bay configurations capable of 4TB, 8TB and 16TB storage varieties. • DLA storage devices are manufactured with a Bosch iSCSI target initiator ready to receive H.264 compressed video directly from Bosch IP cameras – without the need for a NVR server. • DLA storage devices come with dual NIC cards and redundant power supplies. • Management of both live and recorded video streams through Bosch Video Management Software (BVMS) 32 package. • BVMS-32 is a pre-licensed 32 camera video management package supporting up to two (2) workstations. Each workstation can support up to four (4) individual monitors – displaying a combination of live video, recorded video, alarm events and map integration. • BVMS supports and manages Bosch Intelligent Video Analytics (IVA) for both live/proactive and recorded/forensic use. • BVMS supports all Bosch standard definition and high definition cameras and encoders as well as decoders for flexible monitor support and display options. 	<p>Installation price: \$102.50 per hour at Prevailing Wage Rate <i>Travel charges when needed will adhere to Attachment 1</i></p> <p>Training price (if applicable): \$115.00 per hour</p> <p>Other applicable items and pricing: \$142.50 per hour for Project Management</p> <p>Price for one year onsite maintenance: This price is usually calculated at 10% of the total project price depending on the labor to material mix</p> <p>Hourly labor rate for time and materials repairs: \$125.00 per hour Prevailing Wage Rate <i>Travel charges when needed will adhere to Attachment 1</i></p>

Requirement	Description Of Proposed Access System	System Access Pricing (LESS TAX)
<p>Access System</p>	<p>SIPass® integrated is a powerful and almost infinitely flexible access control system that provides a very high level of security without compromising convenience and ease of access for system users. It is also possible to use SIPass integrated as a security management station (SMS) that integrates access control, intrusion detection and video surveillance into a single system. Designed to fit into a state-of-the-art IT environment, the modular structure and scalability of SIPass integrated make it easy to adjust to keep pace with the changing needs of any organization. SIPass integrates well with the Bosch Video Surveillance System that we would use and is explained below. SIPass is a single server system with distributed intelligence through network controller panels that will communicate with the main server for new updates and control the field panels that provide access control, intrusion detection and elevator control. The flexibility of the distributed intelligence and the multiple styles of field panels allow the system to have multiple possibilities for system topology. This gives you the opportunity to replace different types of security systems and re-use the existing wire layout depending on the field devices that are chosen. SIPass does not have a requirement for annual Software Service Agreements (SSA) and is available through Siemens and National Dealer Network. This product is GSA listed and complies with the Access System specifications.</p> <p>Basic Parts List for SIPass</p> <ul style="list-style-type: none"> • ACC-010 ADVANCED CENTRAL CONTROLLER • SRI SINGLE READER INTERFACE 12 VOLT • RIM-010 DUAL READER INTERFACE 12/24 VOLTS • ADE5300 (ER) 8 READER INTERFACE • AFOS200 (8IO) 8-INPUT/OUTPUT MODULE • OPM-010 16 OUTPUT 16 ISOLATED INPUT MODULE • HID Proximity Reader (Standard or Multi-technology 	<p>Installation price: \$102.50 per hour Prevailing Wage Rate <i>Travel charges when needed will adhere to Attachment 1</i></p> <p>Training price (if applicable): \$115.00 per hour</p> <p>Other applicable items and pricing: \$142.50 per hour for Project Manager</p> <p>Price for one year onsite: <i>This price is usually calculated at 10% of the total project price depending on the labor to material mix</i></p> <p>Hourly labor rate for time and materials repairs: \$125.00 per hour Prevailing Wage Rate <i>Travel charges when needed will adhere to Attachment 1</i></p>

**ATTACHMENT 4
 PRICING SHEETS**

Requirement	Description Of Proposed Video Surveillance System	Video Surveillance System Pricing (LESS TAX)
<p>Video Surveillance System</p>	<p>SYSTEM OPTION #1 – 1-16 CAMERAS (IP Cameras with local SD Storage) System will consist of Bosch IP cameras utilizing local SD card storage with video management through Bosch Video Client software.</p> <ul style="list-style-type: none"> • Bosch standard definition (4CIF) IP cameras and 720p HD cameras utilize local SDHC (high capacity) card storage ranging from 4GB to 32GB. • Bosch high definition 1080p cameras utilize local SDXC (extreme capacity) card storage ranging from 64GB to 2TB. • Management of both live and recorded video will be through Bosch Video Client (BVC) software. BVC is a pier to pier, viewer software capable of managing up to 128 individual IP cameras with dual monitor support at each client. • BVC supports and manages Bosch Intelligent Video Analytics (IVA) for both live/proactive and recorded/forensic use in the camera. • Live video streams are retrieved directly from the camera encoder through BVC while recorded streams are retrieved directly from the local SD card storage medium. This configuration eliminates the need for centralized storage. <p>SYSTEM OPTION #2 – 16-32 CAMERAS (IP CAMERA ONLY SYSTEM) System will consist of up to 32 Bosch IP cameras (either standard definition or high definition) communicating back to an iSCSI RAID5 disk array.</p> <ul style="list-style-type: none"> • Bosch DLA storage devices are rack mounted, RAID5 storage arrays in either 4 (1U) or 8 (2U) bay configurations capable of 4TB, 8TB and 16TB storage varieties. • DLA storage devices are manufactured with a Bosch iSCSI target initiator ready to receive H.264 compressed video directly from Bosch IP cameras – without the need for a NVR server. • DLA storage devices come with dual NIC cards and redundant power supplies. • Management of both live and recorded video streams through Bosch Video Management Software (BVMS) 32 package. • BVMS-32 is a pre-licensed 32 camera video management package supporting up to two (2) workstations. Each workstation can support up to four (4) individual monitors – displaying a combination of live video, recorded video, alarm events and map integration. • BVMS supports and manages Bosch Intelligent Video Analytics (IVA) for both live/proactive and recorded/forensic use. • BVMS supports all Bosch standard definition and high definition cameras and encoders as well as decoders for flexible monitor support and display options. 	<p>Installation price: <i>\$102.50 per hour at Prevailing Wage Rate</i> <i>Travel charges when needed will adhere to Attachment 1</i></p> <p>Training price (if applicable): <i>\$115.00 per hour</i></p> <p>Other applicable items and pricing: <i>\$142.50 per hour for Project Management</i></p> <p>Price for one year onsite maintenance: <i>This price is usually calculated at 10% of the total project price depending on the labor to material mix</i></p> <p>Hourly labor rate for time and materials repairs: <i>\$125.00 per hour Prevailing Wage Rate</i> <i>Travel charges when needed will adhere to Attachment 1</i></p>

Requirement	Description Of Proposed Access System	System Access Pricing (LESS TAX)
<p>Access System</p>	<p>SIPass® integrated is a powerful and almost infinitely flexible access control system that provides a very high level of security without compromising convenience and ease of access for system users. It is also possible to use SIPass integrated as a security management station (SMS) that integrates access control, intrusion detection and video surveillance into a single system. Designed to fit into a state-of-the-art IT environment, the modular structure and scalability of SIPass integrated make it easy to adjust to keep pace with the changing needs of any organization. SIPass integrates well with the Bosch Video Surveillance System that we would use and is explained below. SIPass is a single server system with distributed intelligence through network controller panels that will communicate with the main server for new updates and control the field panels that provide access control, intrusion detection and elevator control. The flexibility of the distributed intelligence and the multiple styles of field panels allow the system to have multiple possibilities for system topology. This gives you the opportunity to replace different types of security systems and re-use the existing wire layout depending on the field devices that are chosen. SIPass does not have a requirement for annual Software Service Agreements (SSA) and is available through Siemens and National Dealer Network. This product is GSA listed and complies with the Access System specifications.</p> <p>Basic Parts List for SIPass</p> <ul style="list-style-type: none"> • ACC-010 ADVANCED CENTRAL CONTROLLER • SRI SINGLE READER INTERFACE 12 VOLT • RIM-010 DUAL READER INTERFACE 12/24 VOLTS • ADE5300 (ER) 8 READER INTERFACE • APO5200 (RIO) 8-INPUT/OUTPUT MODULE • OPM-010 16 OUTPUT 16 ISOLATED INPUT MODULE • HHD Proximity Reader (Standard or Multi-technology 	<p>Installation price: \$102.50 per hour Prevailing Wage Rate <i>Travel charges when needed will adhere to Attachment 1</i></p> <p>Training price (if applicable): \$115.00 per hour</p> <p>Other applicable items and pricing: \$142.50 per hour for Project Manager</p> <p>Price for one year onsite: This price is usually calculated at 10% of the total project price depending on the labor to material mix</p> <p>Hourly labor rate for time and materials repairs: \$125.00 per hour Prevailing Wage Rate Travel charges when needed will adhere to Attachment 1</p>