

## AGREEMENT FOR THE PURCHASE OF SERVICES

THIS AGREEMENT FOR THE PURCHASE OF SERVICES ("Agreement") is made \_\_\_\_\_, 2015, between Ojo Technology, a corporation ("Contractor"), whose address is 103 Hammond Avenue, Fremont California, and telephone number is \_\_\_\_\_ and the City of Stockton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Services to be performed. Contractor shall perform the services as set forth on the attached Exhibit A which is incorporated herein by reference. This agreement is effective **September 1, 2015, through August 30, 2018; with two one-year optional extensions.**

2. Compensation. For the goods and services under this Agreement, City shall pay Contractor the sum as set forth in Exhibit A.

3. Method of Payment. City shall pay Contractor within 30 days from the date Contractor's invoices are approved by the City Manager. Contractor shall submit monthly invoices.

4. Maintenance. Contractor shall maintain the goods as set forth in Exhibit A at a cost as set forth in Exhibit A. Contractor shall respond to calls for required maintenance from City personnel within 24 hours of the call; required maintenance occurs when the self-check system fails to perform any of its functions. If Contractor is unable to resolve routine maintenance issues by phone within 48 hours, Contractor shall provide to City personnel a resolution report indicating how and when the Contractor intends to resolve the issue. Within the period of the maintenance agreement, Contractor shall implement all software and firmware upgrades to the goods identified in Exhibit A at no cost to City. If software and firmware upgrades require a hardware upgrade, Contractor shall provide the upgraded hardware at no cost to the City. City personnel shall review and approve any upgrades prior to their installation.

5. Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and employees, agents and volunteers, against any and all claims, costs, demands, causes of action, suits, losses, and expense, including attorneys fees, arising from or out of acts or omissions of Contractor, its officials, employees, agents or sub-contractors, in connection with the goods and services that the Contractor is to provide/perform under this Agreement, except where caused by the active or sole negligence of City, or City's willful misconduct.

6. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage set forth on the attached Exhibit B and shall otherwise comply with the provisions of Exhibit B.

7. Business License. Prior to its execution of this Agreement, Contractor shall obtain a City business license.

8. Audit. City reserves the right to periodically audit all charges for good and services provided by Contractor.

9. Ownership of Goods. All goods accepted by the City shall be the property of the City.

10. Changes to the Agreement. This Agreement may not be modified except in writing by both parties.

11. Applicable Law. This Agreement shall be governed by the laws of the State of California and venue for any action brought in state court shall be in the Superior Court, County of San Joaquin, Stockton Branch or, for actions brought in federal court, the United States District Court for the Eastern District of California, Sacramento Division.

12. Non-Assignability. Contractor shall not assign or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City and then only upon such terms and conditions as City may set forth in writing.

13. Notices. All notices herein required shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as follows:

To Contractor: Ojo Technology  
103 Hammond Avenue  
Fremont CA 94539

To City: City Manager  
City of Stockton  
425 N. El Dorado St.  
Stockton, CA 95202

14. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State and Municipal laws, rules and ordinances. Contractor shall not discriminate in the employment of persons or in providing services under this Agreement on the basis of any legally protected classification including race, color, national origin, sex or religion of such person.

15. Independent Contractor. Contractor is an independent contractor of City and not its employee, agent, partner or joint venturer. Contractor, its employees and agents are not eligible to participate in any of City's employee benefit or similar programs, and the exclusive consideration payable by City to Contractor for the provision of Services will be as set forth in Exhibit A.

16. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of services provided when notice is received.

b. Contractor shall not assign or transfer this Agreement.

c. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**CITY OF STOCKTON**

**CONTRACTOR**

\_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

ATTEST:

Title: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

*[If Contractor is a corporation, signatures must  
comply with Corporations Code §313]*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Title: \_\_\_\_\_

Exhibit A



103 Hammond Ave. Fremont, CA 94539 | Tel: 510 249 9540 | Fax: 510 249 9545 | [www.ojotech.com](http://www.ojotech.com)

July 22nd, 2015

City of Stockton  
425 North El Dorado Street  
Stockton, CA 95202

Reg.: Security and Traffic Video Monitoring System Maintenance (STVMS)

Bid#: PUR-15-004

Ms. Kaufman,

On behalf of Ojo Technology, I would like to express our appreciation for the opportunity to bid on your STVMS Maintenance RFP for the City. We are very excited that Ojo is being considered as one of the candidates for your final selection.

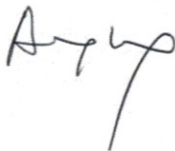
Enclosed please see our Proposed Fee Schedule for Year 1, 2 and 3. We also included some recommendations for spare part annual budget as well as markup for hardware replacement purchases during the maintenance contract period.

Please feel free to contact me with any questions.

I look forward to hearing back from you.

Have a great day.

Sincerely,



Angie Wong  
CEO

## Exhibit A

Proposal Fee		
1st Year Maintenance - Includes:		
Diamond Program	Key services	Annual Fee
	Unlimited service tickets and field dispatch semi-cleaning defective part repair 24x7 for 9 cameras at PD Monthly meetings and reporting Blanket PO for replacement parts purchases at pre-negotiated markup Quarterly SW/FW upgrades and as often as needed Unlimited end user training as requested Up to 10 new Bosch PTZ camera replacements SecurityScan implementation and license fee	\$ 209,978.50
2nd Year Maintenance - Includes:		
Diamond Program	Key services	Annual Fee
	Unlimited service tickets and field dispatch semi-cleaning defective part repair 24x7 for 9 cameras at PD Monthly meetings and reporting Blanket PO for replacement parts purchases at pre-negotiated markup Quarterly SW/FW upgrades and as often as needed Unlimited end user training as requested Up to 10 new Bosch PTZ camera replacements SecurityScan support renewal fee	\$ 194,980.00
3rd Year Maintenance - Includes:		
Diamond Program	Key services	Annual Fee
	Unlimited service tickets and field dispatch semi-cleaning defective part repair 24x7 for 9 cameras at PD Monthly meetings and reporting Blanket PO for replacement parts purchases at pre-negotiated markup Quarterly SW/FW upgrades and as often as needed Unlimited end user training as requested Up to 10 new Bosch PTZ camera replacements SecurityScan support renewal fee	\$ 194,980.00
Others:		
<i>Recommended ANNUAL budget for blanket PO for replacement parts and repairs:</i> (Ojo will only bill actual costs to blanket PO)		\$ 40,000.00
<i>Recommended markup on replacement parts and repair</i>		15%



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July 22<sup>th</sup>, 2015

City of Stockton  
425 North El Dorado Street  
Stockton, CA 95202

Reg.: Security and Traffic Video Monitoring System Maintenance (STVMS)  
Statement of Work

Bid#: PUR-15-004

**Year One Maintenance: \$ 209,978.50 RFP2.0**

***C7 and C10 licenses: RFP 1.14***

Ojo possesses current C7 and C10 licenses. Ojo can perform installation of 110V devices as part of the camera system. Devices such as step-down transformers.

***Semi-Annual Cleaning: RFP 2.1***

Ojo will provide physical cleaning of all devices on your Verint Nextiva Camera system. This includes cleaning of all lenses, housings, visual inspection of wiring, mounting, connectors for loss fitting, wear and tear, and erosion due to weather and environmental impacts. Repair will be performed accordingly.

***SecurityScan Implementation: RFP 2.1***

During our cleaning, Ojo will place SecurityScan barcode stickers on all devices on the camera system to keep track of inventory as well as service history. Regular reports will be generated for management review.

***Helpdesk Support: RFP 2.03, 2.1***

Ojo Helpdesk receives HEAT cases from City of Stockton personnel. Ojo ticketing system (Autotask) will then generate tickets corresponds to HEAT case number as well as camera number. Ojo SE (System Engineer) will start troubleshooting remotely into Verint Nextiva System. Over 60% of our Helpdesk tickets can be resolved remotely. Field technician will be dispatched once Helpdesk SE determined the cause of the problem is related to physical hardware defects. Helpdesk SE will update ticket status and resolution once the repair is completed. Ticket will then be closed and an email notification to City of Stockton personnel will be sent.

## Exhibit A



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***Support and Repair Guaranteed Response Time: RFP 2.03, 2.1***

Ojo has installed a redundant recorder for the 9 cameras at PD. Shall camera fail, Ojo will dispatch Field technician within 2-4 hours around the clock (7x24) to repair or replace the defective camera. Ojo has a regional office in the heart of the City of Stockton. Our key field technician for this regional office is a long-term resident of Stockton. Service requests for non-PD cameras, Ojo will notify the City by creating Autotask tickets within 8 business hours. Troubleshooting will begin within 2 business days and field technician will be dispatched within 3-business days if replacement parts are available. Hours of operation for non-PD cameras is our standard office hours from Monday through Friday, 8 am to 6 pm excluding national holidays.

***Spare Parts Management: RFP 2.02***

Ojo will take on the responsibility of managing spare parts consigned to us by City of Stockton to replace defective hardware. Consigned inventory will be stored at Ojo regional office in Stockton. Ojo will contact hardware manufacturer on warranty status of the defective hardware. Ojo will also handle repair by manufacturers. All spare parts and repaired parts will be barcoded and managed under SecurityScan System.

***Monthly Meetings and Reporting and online incident tracking and reporting: RFP 2.01***

Ojo will conduct monthly meeting with City of Stockton personnel to review progress and open tickets. SecurityScan report and Autotask report will be provided monthly, or as frequently as City of Stockton staff instructs. Online portal will be provided to the City for real time ticket status.

***Verint Nextiva VMS (video management software) Updates: RFP 2.1***

Ojo will perform Verint Nextiva VMS version update when deemed beneficial to the operation of the system. Hardware firmware updates will also be performed when necessary for the new version of Nextiva.

***Spare Bosch PTZ cameras: RFP 2.1***

Based on our past two years' experience maintaining City of Stockton camera system, defective PTZ camera was the cause for a high percentage of failures. Ojo is committed to provide up to 10 Bosch PTZ camera of the same model that City of Stockton Public Works recently standardized.



## Exhibit A



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***End User Training: RFP 2.2***

Ojo will provide unlimited end user training on the operation of the Verint Nextiva system upon request. Training can be conducted remotely via GTM / WebEx format and/or onsite.

***Additional 10-20 cameras annually to be covered by Maintenance contract: RFP 2.1***

Ojo agrees to support additional 10-20 cameras each year without additional fees charged to the City.

***On-Street temporary traffic control and Permits required for freeway and city streets: RFP 2.1***

Ojo will provide on-street temporary traffic control and obtain permits required for freeway and city streets in order to gain access to service cameras.

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**Year Two Maintenance: \$ 194,980.00**

Scope of work for Year Two is identical to Year One. Ojo will also pay for SecurityScan license annual support renewal.

**Year Three Maintenance: \$ 194,980.00**

Scope of work for Year Three is identical to Year Two.

**Exclusions:**

1. All networking equipment is excluded from this proposal per bid specs. Ojo will work closely with IT to identify network issues.
2. Verint Nextiva annual Gold support renewal is excluded from this proposal per bid specs.
3. Fiber, coax, and Ethernet wiring infrastructure that brings video from cameras to City Hall where the Verint Nextiva System is excluded from this proposal.



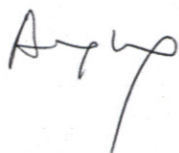
Exhibit A



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4. Other than the 10 Bosch PTZ cameras, all necessary hardware replacements are excluded from this proposal per bid specs.
5. Ojo will provide our own bucket truck for field repair that is 25' or lower. Providing lift for higher than 25' reach is excluded from this proposal. We only needed to rent lift 3 times in the past 2 years while supporting City's camera system.

Prepared by:



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Angie Wong  
CEO & President of Ojo Technology

**EXHIBIT B**

**CONTRACTOR INSURANCE REQUIREMENTS**

**INSURANCE:** Throughout the life of this Contract and for ten years following the substantial completion of the work, the CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

A. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit (CG 0001). Contractors with excavation and underground risks shall have coverage for and exclusions removed for "x, c, and u."

B. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence. (CA 0001)

C. **BUILDERS RISK/COURSE OF CONSTRUCTION:** If this contract is for Construction services, CONTRACTOR shall provide "all risk" Builders Risk property insurance in an amount not less than the full value of the contracted improvements. The CITY shall be named as additional insured.

D. **WORKERS' COMPENSATION** Insurance as required under the California Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.

All self-insured retentions (SIR) must be disclosed to the CITY'S Risk Manager for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the CITY. CITY reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

The Policy(ies) shall also provide the following:

i. The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form (see items 1 and 2 above) and endorsed to name: City of Stockton, its Mayor, Council, officials, representatives, agents, employees and volunteers are additional insureds. The CITY requires ISO Endorsement CG 20 10 11 85 (or equal)

Additional Insured Endorsement. The Policy(ies) shall contain no special limitations on the scope of coverage afforded to the CITY, its officials, employees, agents, or volunteers.

ii. For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the City of Stockton, its Mayor, Council, officials, representatives, agents, employees and volunteers. Any coverage maintained by the CITY shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

iii. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the CITY'S insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

iv. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY (if agreed to in a written contract or agreement) before the CITY'S own Insurance or self-insurance shall be called upon to protect it as a named insured.

v. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City of Stockton. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, which shall permit ten (10) days advance notice. The Insurer shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

vi. Regardless of these contract minimum insurance requirements, the CONTRACTOR and its insurer shall agree to commit the CONTRACTOR'S full policy limits and these minimum requirements shall not restrict the CONTRACTOR'S liability or coverage limit obligations

vii. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

viii. CONTRACTOR shall furnish the CITY with the Certificates and Endorsements for all required insurance, prior to the CITY'S, execution of the Agreement and start of work



ix. Notwithstanding any other provision in this Agreement or other contract documents, the proper address for mailing Certificates, Endorsements and Notices shall be:

City of Stockton,  
Attn: Risk Management,  
425 N. El Dorado Street,  
Stockton, CA 95202-1997

x. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the CONTRACTOR shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

xi. The CONTRACTOR'S Workers' Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City of Stockton, its Mayor, Council, officials, representatives, agents, employees, and volunteers.

xii. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the City's Risk Manager (209) 937-5037. Our Fax is (209) 9378833.

#### **GENERAL INSURANCE PROVISIONS:**

a) If at any time during the life of the Contract or any extension, the CONTRACTOR fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the CONTRACTOR shall be withheld until acceptable replacement coverage notice is received by the CITY. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract. In the event of insurance cancellation, the CITY reserves the right (but not obligation) to purchase insurance or insure (or self-insure) for the above required coverages, at the CONTRACTOR'S full expense.

b) If the CONTRACTOR should subcontract all or any portion of the work to be performed in this contract, the CONTRACTOR shall cover the subcontractor, and/or require each subcontractor to adhere to all subparagraphs of these Insurance

Requirements section. Similarly, any Cancellation, Lapse, Reduction in Coverage, or Change of Subcontractor's insurance shall have the same impact as described above.

c) Any failure to comply with reporting or other provisions of the policies on the part of the CONTRACTOR, including breaches of warranties, shall not affect coverage provided to the City of Stockton, its Mayor, Council, officials, representatives, agents, employees, and volunteers.

d) The CONTRACTOR shall furnish the CITY with Certificates of Insurance and separate original additional insured endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, and any supplementary conditions, in a form acceptable to the CITY. The CONTRACTOR shall furnish complete, certified copies of all required insurance policies, including all original endorsements specifically required hereunder.

e) The CITY, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days' written notice to CONTRACTOR.

f) The failure of the CITY to enforce any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract or after completion of the work.

g) Evidence of both liability and builder's risk property insurance coverages shall be furnished to the CITY with certificates with endorsements prior to the commencement of the work. The form of the Certificate of Insurance and the endorsement shall be shown on the following pages of these Standard Specifications.

h) The CONTRACTOR shall, during the life of the contract, effect and maintain standard form builder's risk property insurance coverage with an insurance carrier authorized to do business in the State of California, which shall include extended coverage, malicious mischief, vandalism, and windstorm coverage, and such coverage shall be applicable to those portions of the work that are subject to, but not limited to, fire, theft, and vandalism. Coverage shall be the amount of one-hundred percent (100%) of the insured value thereof, including surplus materials and supplies incidental to the work, and such scaffoldings, stagings, towers, forms and equipment as are not owner or rented by the CONTRACTOR, the cost of which is included in the cost of the work but shall not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging, towers and forms owned or rented by the CONTRACTOR, the capital value of which is not included in the cost of the work. The CITY shall be named as loss payee with the CONTRACTOR in such builder's risk property insurance policies and they shall be open to CITY'S inspection upon CITY'S request. The foregoing Builders Risk Insurance will not be required on work being performed exclusively on public street right-of-ways or utility easements.

## Attachment A

The CITY and the CONTRACTOR waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance under such builder's risk property policies, except such rights as they may have to the proceeds of such insurance coverage. The CONTRACTOR shall require similar waivers by subcontractors