



JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD AMENDMENT COVERSHEET (rev 12-08)

AGREEMENT NUMBER MA200912	AMENDMENT NUMBER 3
	FEDERAL EMPLOYER ID NUMBER 31-1749742

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Agreement referenced above. As set forth in the Agreement, (the "Master Agreement"), the term "Contractor" refers to **StopTech Ltd.**, and the term "AOC" refers to the Judicial Council of California, Administrative Office of the Courts.
2. The title of this Master Agreement is: non-exclusive services, equipment, software, and hardware in connection with the purchase, installation and configuration of wireless security systems and/or the purchase and configuration of mobile security systems at specified Courts throughout California, on an as-needed basis to Members of the Purchasing Group
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.
3. This Amendment becomes effective on **January 1, 2012** and expires **April 30, 2013**.
4. The maximum amount that the AOC may pay Contractor under this Master Agreement (as amended) remains unchanged at **\$00.00**.
5. The parties agree to amend the Master Agreement as follows:
 - a. The language in Paragraph 5 of the Standard Agreement Coversheet is hereby replaced in its entirety with the following language:

"The parties agree to the terms and conditions of this Master Agreement and acknowledge that this Master Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties' entire understanding related to the subject matter of this agreement: Exhibit A – Standard Provisions; Exhibit B – Special Provisions; Exhibit C – Payment Provisions; Exhibit D – Work Order Administration; Exhibit E –Product Specification; and Exhibit F – Attachments, including: Attachment 1, Substantial Completion and Acceptance Signoff Form; Attachment 2, Sample Centurion® Wireless Security System Work Order Form; Attachment 3, Sample Centurion Scout® Mobile Security System Work Order Form; Attachment 4, Pricing Schedule; Attachment 5, Continued Warranted Products and Services, and **SB78 Appendix for Agreements**.

If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: **SB78 Appendix for Agreements**, Exhibits A, B, C, D, E, F, and subsequently authorized Work Orders."
 - b. Exhibit F, Attachment 2, Revision No. 2, **Sample Centurion Wireless Security System Work Order Form** is hereby incorporated into this Master Agreement for use effective **May 1, 2012**.
 - c. Exhibit F, Attachment 4, **Pricing Schedule** Revision No. 2 is hereby replaced in its entirety with Exhibit F, Attachment 4, Pricing Schedule, Revision No. 3.
 - d. Pursuant to Exhibit B, Special Provisions, paragraph 6, Master Agreement Term and Options to Renew, the AOC hereby exercises its option to extend this Master Agreement for the Second Option Term period beginning **May 1, 2012** and ending **April 30, 2013**. Unless the AOC exercises its Third Option Term, the Agreement shall expire **April 30, 2013**.
6. Except as provided in this Amendment, all terms and conditions of the original Agreement remain in full force and effect.

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME StopTech Ltd.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler, Supervising Contract Specialist	PRINTED NAME AND TITLE OF PERSON SIGNING Gary L. Uthe President
ADDRESS Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS Attn: Mr. Gary Uthe 365 Industrial Drive Harrison, OH 45030

State of California Standard Agreement
Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

StopTech Signature: _____

Date: _____

Member's Authorizing Signature: _____

Date: _____

Master Agreement #: MA200912

Work Order #: _____

Work Order Start Date: _____

Work Order Completion Date: _____

Work Order Amendment #: _____

Summary of Work Order change: _____

Member's Project Manager's Name: _____

Member's Project Manager's Address: _____

Member's Project Manager's Phone: _____

ADDITIONAL INFORMATION:

If requirements need to be further specified, attach such requirements to this Work Order.

Name of attachment: _____

Number of pages in attachment: _____

This Work Order is pursuant to the terms and conditions set forth in Master Agreement MA200912 between StopTech Ltd and the Judicial Council of California, Administrative Office of the Courts.

END OF FORM



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State of California Standard Agreement
Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

StopTech Signature: _____

Date: _____

Member's Authorizing Signature: _____

Date: _____

Master Agreement #: MA200912

Work Order #: _____

Work Order Start Date: _____

Work Order Completion Date: _____

Work Order Amendment #: _____

Summary of Work Order change: _____

Member's Project Manager's Name: _____

Member's Project Manager's Address: _____

Member's Project Manager's Phone: _____

If requirements need to be further specified, attach such requirements to this Work Order.

Name of attachment: _____

Number of pages in attachment: _____

This Work Order is pursuant to the terms and conditions set forth in Master Agreement MA200912 between StopTech Ltd and the Judicial Council of California, Administrative Office of the Courts.

END OF FORM



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State of California Standard Agreement
Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

May 1, 2010 through April 30, 2011 ITEMS	PART NUMBER	PRICE
Signal Booster (Includes: waterproof case and battery backup)	R4047	\$560.00
Glass Break Detector	R4040	\$160.00
Motion Activated Digital Camera - Memo Cam B/W, 0.1 Lux (normal light)	R5048	\$565.00
Motion Activated Digital Camera - Memo Cam B/W X, 0.003 Lux (low light)	R5049	\$680.00
Motion Activated Digital Camera - Memo Cam Color, 0.5 Lux (normal light)	R5050	\$680.00
Motion Activated Digital Camera - Trail Cam (4 mega pixel) and B/W (2 mega pixel)	R5052	\$360.00
Temperature Transmitter H/L - Winland	R5053	\$185.00
Pressure Mat	R5054	\$190.00
Trip Beam (190 feet inside/90 feet outside)	R5044	\$345.00
Trip Beam (390 feet inside/190 feet outside)	R5045	\$355.00
Water Detection Device	R5046	\$165.00
Tilt Switch	R5047	\$75.00
Car Counter	R5058	\$180.00
Strobe and Siren	R5034	\$38.00
Items		
Centurion® Base Unit (FA), consisting of the Centurion Wireless Security System Central Control Unit, which will be housed in a metal lockable enclosure and will comply with the Centurion Wireless Security System requirements, set forth in Exhibit E. Product Specifications: UHF/VHF Radio and Surge Protection Device.	R1002	\$3,884.55
Centurion Scout® Base Unit (FA), consisting of the Centurion Scout Mobile Security System Central Control Unit, which will be housed in a rugged Pelican® case and will comply with the Centurion Scout Mobile Security System requirements, set forth in Exhibit E. Product Specifications: 6 location-specific Messages, 1 Duress/Panic Button, 2 Door/Window Contacts, a PIR Motion Detector, and UHF/VHF Radio	R2002	\$4,379.00
Radio Credit (For customer supplied or purchased radio)	R9003	(\$200.00)
Centurion Wireless Security System - Additional (1-255) Messages	R9002	\$190.00
Centurion Client Software	R8010	\$150.00
Installation/Training	R9992	\$1,500.00
Items - Frequency Agile (FA)		
Duress Button - Single Button	R4000	\$105.00
Duress Button - Single Button (Red)	R4000R	\$105.00
Duress Button - Single Button (Green)	R4000G	\$105.00
Duress Button - Double Button/Single Function	R4001	\$110.00
Duress Button - Double -Two Function	R4002	\$120.00
Duress Button - Double -Four Function	R4003	\$120.00
Duress Button - Double -Single Function/Belt Clip	R4004	\$110.00
Duress Button - Single Button/Water Resistant Pendant	R4020	\$110.00
Duress Button - Single Button/Belt Clip	R4024	\$110.00
Duress Button - Double Button/Water Resistant Pendant	R4025	\$110.00
Duress Button - Industrial (Red) Button	R5031	\$225.00

State of California Standard Agreement
 Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

May 1, 2010 through April 30, 2011 ITEMS	PART NUMBER	PRICE
Mic Cord - Motorola HT750/XTS 1500	R7300	\$80.00
Mic Cord - Motorola CP/CT Series	R7301	\$155.00
Mic Cord - Motorola MTS2000/HT, XTS Series	R7302	\$105.00
Mic Cord - Motorola GP Series	R7303	\$115.00
Mic Cord - GE LPE	R7304	\$260.00
Mic Cord - Motorola HT 100	R7305	\$210.00
Mic Cord - GE PCS	R7306	\$115.00
Mic Cord - GE P5100 Jaguar	R7307	\$155.00
Mic Cord - Maxon SP200	R7308	\$44.00
Mic Cord - Maxon SP400	R7309	\$67.00
Battery Eliminator - Motorola HT750/XTS 1500/2500	R7600	\$138.00
Battery Eliminator - Motorola XTS5000	R7601	\$200.00
Battery Eliminator - Motorola HT1250, MTX, MTS Series, MTS2000	R7602	\$335.00
Battery Eliminator - GE P5100 Jaguar	R7603	\$190.00
Battery Eliminator - GE LPE200	R7604	\$180.00
Battery Eliminator - Motorola GP300	R7605	\$115.00
Battery Eliminator - GE MPA	R7606	\$105.00
Battery Eliminator - Maxon SP200	R7607	\$50.00

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State of California Standard Agreement
 Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

May 1, 2011 through April 30, 2012 ITEMS	PART NUMBER	PRICE
Smoke Detector	R4039	\$160.00
Wireless Bill Trap	R4051	\$135.00
Motion Detector – Sharpshooter PIR (Indoor)	R4041	\$155.00
Motion Detector – Ceiling Mount 360° PIR (Indoor)	R4043	\$180.00
Motion Detector – Outdoor Perimeter (40 feet/90°)	R5055	\$345.00
Motion Detector – Outdoor Perimeter (80 feet/3°)	R5062	\$305.00
Wireless IP Camera	R5067	\$520.00
Signal Booster (Includes: waterproof case and battery backup)	R4047	\$560.00
Glass Break Detector	R4040	\$160.00
Motion Activated Digital Camera - Memo Cam B/W, 0.1 Lux (normal light)	R5048	\$565.00
Motion Activated Digital Camera - Memo Cam B/W X, 0.003 Lux (low light)	R5049	\$680.00
Motion Activated Digital Camera - Memo Cam Color, 0.5 Lux (normal light)	R5050	\$680.00
Motion Activated Digital Camera – Trail Cam (4 mega pixel) and B/W (2 mega pixel)	R5052	\$360.00
Temperature Transmitter H/L – Winland	R5053	\$185.00
Pressure Mat	R5054	\$190.00
Trip Beam (190 feet inside/90 feet outside)	R5044	\$345.00
Trip Beam (390 feet inside/190 feet outside)	R5045	\$355.00
Water Detection Device	R5046	\$165.00
Tilt Switch	R5047	\$75.00
Car Counter	R5058	\$180.00
Strobe and Siren (Includes: Universal Transmitter and add-on Receiver)	R5034	\$275.00
Centurion® Base Unit (FA) , consisting of the Centurion Wireless Security System Central Control Unit, which will be housed in a metal lockable enclosure and will comply with the Centurion Wireless Security System requirements, set forth in Exhibit E. Product Specifications: UHF/VHF Radio and Surge Protection Device.	R1002	\$3,884.55
Centurion Scout® Base Unit (FA) , consisting of the Centurion Scout Mobile Security System Central Control Unit, which will be housed in a rugged Pelican® case and will comply with the Centurion Scout Mobile Security System requirements, set forth in Exhibit E. Product Specifications: 6 location-specific Messages, 1 Duress/Panic Button, 2 Door/Window Contacts, a PIR Motion Detector, and UHF/VHF Radio	R2002	\$4,379.00
Radio Credit**	R9003	(\$200.00)

State of California Standard Agreement
 Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

May 1, 2011 through April 30, 2012 ITEMS	PART NUMBER	PRICE
Wireless IP Camera	R5067	\$520.00
Temperature Transmitter H/L - Winland	R5011	\$195.00
Pressure Mat	R5013	\$200.00
Trip Beam (190 feet inside/90 feet outside)	R5015	\$355.00
Trip Beam (390 feet inside/190 feet outside)	R5017	\$365.00
Water Detection Device	R5026	\$175.00
Tilt Switch	R5029	\$90.00
Car Counter	R5057	\$190.00
Relay Wiring Harness	R3024	\$14.00
Surge Protection Device	R3101	\$250.00
Centurion Receiver –ES [New]	R4049	\$200.00
Centurion Internal Battery [New]	R6003	\$17.00
Centurion LCD Screen [New]	R5107	\$110.00
IO Board Set Complete [New]	R3001	\$1,595.00
Signal Booster Transformer [New]	R4012	\$12.60
Smoke Detector Optical Chamber	R4062	\$3.75
Motion Activated Digital Camera Reader	R5006	\$28.00
Scout Sensor Accessory Case	R5035	\$145.00
WaveWare Base Unit (alphanumeric paging system)	R5036	\$1,400.00
WaveWare Amplifier	R5059	\$2,265.00
WaveWare Pager	R5038	\$115.00
Auxiliary Power Unit (APU) – (Includes Cigarette Lighter Attachment)	R6009	\$153.00
External Battery Cable Assembly	R6010	\$50.00
DC Lighter Attachment	R6015	\$26.00
Midland/Maxon SP240 VHF (Scout)	R7002	\$240.00
Motorola HT750 VHF – AAH25KDC9AA2XX (16 Channel)	R7004	\$1,350.00
Motorola HT750 UHF – AAH25KDC9AA3XX (16 Channel)	R7005	\$1,450.00
Antenna Adapter – XTS/MTS Series	R7009	\$16.50
Antenna Adapter – HT750	R7010	\$44.00
Antenna Adapter – Motorola SP50	R7011	\$18.00
Antenna Adapter – GE Radios	R7012	\$250.00

State of California Standard Agreement
 Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

May 1, 2011 through April 30, 2012 ITEMS	PART NUMBER	PRICE
Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)		
Vertex Standard VX231 UHF Kit (Includes: Vertex 231, Vertex 231 Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7101	\$515.00

Radio Kits – Customer Supplied Radio		
Motorola XTS1500/2500 Kit (Includes: Customer Supplied Radio, XTS Series Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7102	\$330.00
Motorola XTS5000 Kit (Includes: Customer Supplied Radio, XTS Series Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7103	\$400.00
Motorola HT1250/MTS2000/MTS/MTX Kit (Includes: Customer Supplied Radio, HT1250/MTS2000/MTS/MTX Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7104	\$540.00
Motorola HT1000 Kit (Includes: Customer Supplied Radio, HT1000 Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7105	\$650.00
GE LPE200 Kit (Includes: Customer Supplied Radio, GE LPE Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7106	\$780.00
GE P5100 Jaguar Kit (Includes: Customer Supplied Radio, GE P5100 Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7107	\$685.00
Motorola HT750 Kit (Includes: Customer Supplied Radio, HT750 Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7108	\$310.00
DC Lighter Attachment	R6022	\$26.00
External Battery Cable Assembly	R6023	\$30.00
Relay Wiring Harness	R6024	\$28.00
Scout II Sensor Accessory Case	R5035	\$145.00
Antenna 800 MHZ	R7024	\$34.00
Antenna UHF	R7025	\$33.00
Antenna VHF	R7026	\$39.00

State of California Standard Agreement
 Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

C. **Pricing for Components.** Table 1-A, below, sets forth the pricing components allowable under this Master Agreement for the period of **May 1, 2012 through April 30, 2013.** *[New]*

Items – EchoStream (ES)	PART NUMBER	PRICE EXW*
Centurion® Base Unit (ES), consisting of the Centurion Wireless Security System Central Control Unit, which will be housed in a metal lockable enclosure and will comply with the Centurion Wireless Security System requirements, set forth in Exhibit E. Product Specifications: UHF/VHF Radio and Surge Protection Device.	R1000	\$3,698.00
Radio Credit**	R9003	(\$200.00)
Centurion Wireless Security System – Additional Messages (1-255)	R9002	\$190.00
Duress Button – Single Button	R4036	\$80.00
Centurion Software	R8010	\$150.00
Signal Booster (Includes: waterproof case and battery backup)	R4047	\$560.00
Installation/Training	R9992	\$1,800.00
Additional Sensors – EchoStream (ES)	PART NUMBER	PRICE EXW*
Duress Button – Double Button/Water Resistant Pendant	R4033	\$90.00
Duress Button – Single Button/Water Resistant Pendant	R4034	\$90.00
Duress Button – Double Button/Single Function	R4035	\$85.00
Duress Button – Single Button (Red)	R4036R	\$90.00
Duress Button – Single Button (Green)	R4036G	\$90.00
Duress Button – Double –Single Function/Belt Clip	R4037	\$90.00
Duress Button – Single Button/Belt Clip	R4038	\$90.00
Duress Button – Industrial (Red) Button	R4052	255.00
Duress Button – Industrial (Red) Button/Waterproof Box	R4059	\$225.00
Duress Button – “Man Down”	R4057	\$235.00
Universal Transmitter	R4027	\$70.00
Door/Window Contact	R4028	\$70.00
Smoke Detector	R4039	\$160.00
Wireless Bill Trap	R4051	\$135.00
Motion Detector – Sharpshooter PIR (Indoor)	R4041	\$155.00
Motion Detector – Ceiling Mount 360° PIR (Indoor)	R4043	\$180.00
Motion Detector – Outdoor Perimeter (40 feet/90°)	R5055	\$345.00

State of California Standard Agreement
 Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

DC Lighter Attachment	R6015	\$26.00
Motorola HT750 VHF – AAH25KDC9AA2XX (16 Channel)	R7004	\$1,350.00
Motorola HT750 UHF – AAH25KDC9AA3XX (16 Channel)	R7005	\$1,450.00
Antenna Adapter – XTS/MTS Series	R7009	\$16.50
Antenna Adapter – HT750	R7010	\$44.00
Antenna Adapter – Motorola SP50	R7011	\$18.00
Antenna Adapter – GE Radios	R7012	\$250.00
Antenna Adapter – Mototrbo XPR6550	R7023	\$16.00
Vertex Standard VX231 UHF	R7020	\$285.00
Vertex Standard VX231 VHF	R7021	\$285.00
Mic Cord – Vertex V231	R7311	\$72.00
Mic Cord – Motorola HT750/XTS 1500	R7300	\$80.00
Mic Cord – Motorola CP/CT Series	R7301	\$155.00
Mic Cord – Motorola MTS2000/HT, XTS Series	R7302	\$105.00
Mic Cord – Motorola GP Series	R7303	\$115.00
Mic Cord – GE LPE	R7304	\$260.00
Mic Cord – Motorola HT 100	R7305	\$210.00
Mic Cord – GE PCS	R7306	\$115.00
Mic Cord – GE P5100 Jaguar	R7307	\$155.00
Mic Cord – Maxon SP200	R7308	\$44.00
Mic Cord – Maxon SP400	R7309	\$67.00
Mic Cord – Mototrbo XPR6550	R7312	\$138.00
Battery Eliminator – Motorola HT750/XTS 1500/2500	R7600	\$138.00
Battery Eliminator – Motorola XTS5000	R7601	\$200.00
Battery Eliminator – Motorola HT1250, MTX, MTS Series, MTS2000	R7602	\$525.00
Battery Eliminator – GE P5100 Jaguar	R7603	\$190.00
Battery Eliminator – GE LPE200	R7604	\$180.00
Battery Eliminator – Motorola GP300	R7605	\$115.00
Battery Eliminator – GE MPA	R7606	\$105.00
Battery Eliminator – Maxon SP200	R7607	\$50.00
Battery Eliminator – Mototrbo XPR6550	R7612	\$260.00

State of California Standard Agreement
Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

Motorola XTS1500/2500 Kit (Includes: Customer Supplied Radio, XTS Series Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7102	\$330.00
Motorola XTS5000 Kit (Includes: Customer Supplied Radio, XTS Series Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7103	\$400.00
Motorola HT1250/MTS2000/MTS/MTX Kit (Includes: Customer Supplied Radio, HT1250/MTS2000/MTS/MTX Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7104	\$730.00
Motorola HT1000 Kit (Includes: Customer Supplied Radio, HT1000 Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7105	\$840.00
GE LPE200 Kit (Includes: Customer Supplied Radio, GE LPE Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7106	\$780.00
GE P5100 Jaguar Kit (Includes: Customer Supplied Radio, GE P5100 Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7107	\$685.00
Motorola HT750 Kit (Includes: Customer Supplied Radio, HT750 Mic Cord, Coax Cable, Antenna Adapter, Battery Eliminator, Bulkhead Connector Antenna & Antenna)	R7108	\$310.00
Scout II DC Lighter Attachment	R6022	\$40.00
Scout II External Battery Cable Assembly	R6023	\$48.00
Scout II Auxiliary Power Unit (APU) (Includes: Cigarette Lighter Attachment)	R6026	\$165.00
Scout II Relay Wiring Harness	R3136	\$41.00
Scout II Sensor Accessory Case	R5035	\$145.00
Antenna 800 MHZ	R7024	\$34.00
Antenna UHF	R7025	\$33.00
Antenna VHF	R7026	\$39.00

* EXW – StopTech, Ltd. Harrison, OH 45030 - Transportation, insurance and freight forwarding charge the responsibility of the buyer.

** Radio Credit – For customer supplied or purchased radio.

Table 2, Price List for Extending Limited Warranty on Centurion® Wireless Security System and Centurion Scout® Mobile Security System, Per Year and Per Month

No. of Messages	Price Per Year	Price Per Month
0-8	\$300.00	\$25.00
9	\$304.00	\$25.33
10	\$308.00	\$25.67
11	\$312.00	\$26.00
12	\$316.00	\$26.33
13	\$320.00	\$26.67
14	\$324.00	\$27.00
15	\$328.00	\$27.33
16	\$332.00	\$27.67
17	\$336.00	\$28.00
18	\$340.00	\$28.33
19	\$344.00	\$28.67
20	\$348.00	\$29.00
21	\$352.00	\$29.33
22	\$356.00	\$29.67
23	\$360.00	\$30.00
24	\$364.00	\$30.33
25	\$368.00	\$30.67
26	\$372.00	\$31.00
27	\$376.00	\$31.33
28	\$380.00	\$31.67
29	\$384.00	\$32.00
30	\$388.00	\$32.33
31	\$392.00	\$32.67
32	\$396.00	\$33.00
33	\$400.00	\$33.33
34	\$404.00	\$33.67
35	\$408.00	\$34.00
36	\$412.00	\$34.33
37	\$416.00	\$34.67
38	\$420.00	\$35.00
39	\$424.00	\$35.33
40	\$428.00	\$35.67

- G. **Price for Service Not Covered by Limited Warranty.** Pursuant to a Work Order, the Member shall reimburse the Contractor at the rate of **\$75.00** per hour during the period **May 1, 2010** through **April 30, 2012**; and **\$80.00** per hour during the period **May 1, 2012** through **April 30, 2013** to provide service at a Site or at the Contractor's manufacturing facility, which is not covered under the provisions of limited warranty, as set forth in paragraph 29 of Exhibit B, Special Provisions. *[Revised]*
- H. **Meals and Lodging expenses.** As set forth in Exhibit C, paragraph 3, Allowable Expenses, the Member shall reimburse the Contractor for overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, for reasonable actual meal and lodging expenses. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~**\$6.00**; lunch~**\$10.00**; dinner~**\$18.00**; and/or incidentals~**\$6.00**. Hotel room rental shall be reimbursed for the actual cost not to exceed **\$110.00** per Day, plus tax and energy surcharge, when

State of California Standard Agreement
Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

SB 78 APPENDIX FOR AGREEMENTS

The terms and conditions (Ts & Cs) in this SB 78 Appendix for Agreements (SB 78 Appendix) have been prepared to comply with Public Contract Code, part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10) and the Judicial Branch Contracting Manual, adopted by the Judicial Council of California and effective October 1, 2011. This SB 78 Appendix may be used by any California trial or appellate court; the Judicial Council of California, Administrative Office of the Courts; or the Habeas Corpus Resource Center (each a "Judicial Branch Entity" or "JBE") to update terms and conditions of existing forms of agreement (except information technology and public works agreements) so the existing forms of agreement come into compliance with the new law and manual. If referenced in a particular agreement, these Ts & Cs are incorporated by reference into the agreement. These Ts & Cs are in addition to all other Ts & Cs in the agreement. If there is any conflict between a provision in this SB 78 Appendix and any other provision of the agreement, the provision contained in this SB 78 Appendix prevails.

1. Contractor Certification Clauses

1.1 Representations and Warranties. Contractor or Contractor's representative (Contractor) certifies that the following representations and warranties are true:

(A) *Authority.* Contractor is qualified to do business and in good standing in the State of California. Contractor has authority to enter into and perform its obligations under this Agreement, which constitutes a valid and binding obligation of Contractor.

(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 JBE.

(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 a JBE with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning its performance under this Agreement.

(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, which, in general, limit entering into (i) follow-on contracts with a consultant who would benefit thereby from the consultant's advice provided under the first contract, or (ii) contracts with former employees of the JBE; 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 certain JBEs.

State of California Standard Agreement
Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

(O) Special Provisions regarding Compliance with National Labor Relations Board Orders. If this 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.

(P) Special Provisions regarding Compliance with the Sweatfree Code of Conduct. If this Agreement provides for furnishing equipment, materials, or supplies (except related to the provision of public works), or for the laundering of apparel, garments or corresponding accessories:

- No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this 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.
- 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 JBE.

(Q) Special Provisions regarding Compliance with the Child Support Compliance Act. If this Agreement provides for compensation of \$100,000 or more:

- Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
- Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

State of California Standard Agreement
Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

total cost as non-recycled products. In addition, if this 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), with respect to these goods, Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible.

3. Special Provisions for Document Printing Agreements

If this Agreement is for printing documents, Contractor shall use only recycled paper, unless the proposed printing job cannot be done on recycled paper. Contractor shall certify in writing under penalty of perjury, upon completion of performance of the Services under this Agreement, the minimum percentage of post-consumer and secondary materials provided or used in the Services.

4. Special Provisions for Janitorial Services and Building Maintenance Agreements

If this is a janitorial services or building maintenance agreement, Contractor shall use paper-containing products only if they contain recycled paper. Upon completion of performance of the Services under this Agreement, Contractor shall certify in writing under penalty of perjury the minimum percentage of post-consumer and secondary materials provided or used in the performance of the Services.

If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for 60 days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.

5. Special Provisions for Parts-cleaning Agreements

If this Agreement involves parts cleaning, Contractor shall use recycled solvents. Contractor shall certify in writing under penalty of perjury, upon completion of performance of this Agreement, the minimum percentage of post-consumer and secondary materials provided or used in the Services.

6. Special Provisions for Mined Minerals Agreements

If this Agreement involves purchasing mined minerals, Contractor shall not supply through this Agreement any sand, gravel, aggregates, or other minerals a JBE may not purchase under Public Contract Code section 10295.5.

7. Special Provisions for Agreements Providing for Progress Payments

If this Agreement provides for the making of progress payments to Contractor (e.g., in connection with the purchase and sale of any customizable goods), the JBE shall make the progress payments in arrears not more frequently than monthly and only following successful completion of any clearly identifiable project milestones set forth in this Agreement and that Contractor has successfully achieved on the date indicated. The JBE shall

State of California Standard Agreement
Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

If goods or services under this Agreement were obtained by means of a competitive bid, JBE and Contractor shall comply with the requirements of Government Code sections 4552-4554, which concern the assignment of claims and reimbursement of specified costs regarding the Clayton Act (15 U.S.C., sec. 15) and the Cartwright Act (Business and Professions Code, section 16700 et seq.).

12. Special Provisions regarding Ownership of Results

- a. **Special Provisions Applicable to Agreements funded with Grant Funds.** If this 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 grant funds shall vest automatically and without further action of the parties with the JBE or grantor of funds, effective at the conclusion of the project. Contractor must await specific written instructions from the project manager regarding any transfer of title or disposition. If Contractor provides written certification to the JBE that the property will continue to be used for grant-related purposes and the JBE approves such certification in writing, the JBE may permit title to all such property to remain with Contractor in accordance with the JBE's written instructions.
- b. **Special Provisions Applicable to Certain Agreements for the Purchase of Equipment.** Title to equipment purchased or built with JBE funds (as compared to grant funds) vests in the JBE immediately upon payment of the purchase price. Even if the JBE owns the equipment, before delivery of the equipment to the JBE, Contractor is responsible for loss or damage to the equipment to the extent it results from a negligent act or omission of Contractor or its directors, officers, employees, or agents, and Contractor shall make all necessary or appropriate repairs and adjustments. At the JBE's election, the JBE may deduct from any amount payable to Contractor the cost of repair or replacement of damaged, lost, or stolen equipment.

13. Special Provisions for Rental Agreements

If this Agreement provides for rental of personal property, the JBE shall have no responsibility for loss or damage to the rented equipment arising from causes beyond the JBE's control. The JBE is responsible for repairs and liability for damage or loss only to the extent they become necessary and result from a negligent act or omission of the JBE or any judicial branch personnel.

If this Agreement provides for the rental of equipment or other personal property and the JBE has not expressly elected through this Agreement to maintain the equipment or other personal property, Contractor shall keep the equipment in good working order and make all necessary or appropriate repairs and adjustments without qualification.

14. Special Provisions Applicable to Consulting Services Agreements.

- a. **Agreements of \$1,000 or more.** If this Agreement provides for the payment of \$1,000 or more for consulting services, as directed by the JBE, Contractor must deliver detailed performance

State of California Standard Agreement
Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

If this Agreement provides for the reimbursement of costs to Contractor, as required under Government Code section 16645.1, Contractor shall include with any request for cost reimbursement from the JBE's funds a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing.

18. Special Provisions for Commercial Office Moving Services Agreements

If this is an agreement of more than \$2,500 with a carrier for commercial office moving services, Contractor shall abide by the requirements contained in the State Administrative Manual, section 3810, regarding collective bargaining agreements, payment of prevailing wages, and standards and conditions of employment.

19. Special Provisions for Elevator Maintenance Agreements.

If this is an elevator maintenance agreement, the Term of this Agreement shall be for a period of no less than five years even if the coversheet specifies a shorter term, subject to the termination provisions in this Agreement.

20. Special Provisions regarding Contractor Insurance

a. **Coverage Amounts.**

(A) *Commercial General Liability.* In addition to any other insurance required under this Agreement, Contractor shall provide and maintain at Contractor's expense Commercial General Liability coverage if this Agreement involves the hazardous activities or any other activity specified in the *Judicial Branch Contracting Manual*, chapter 8, appendix D, section 11. The policy must cover bodily injury and property damage liability, including coverage for the products – completed operations hazard and liability assumed in a contract, personal and advertising injury liability, and contractual liability, at minimum limits of \$1 million per occurrence, combined single limit.

(B) *Other Liability.* In addition to any other insurance required under this Agreement, unless waived in writing by the JBE, Contractor shall provide and maintain at Contractor's expense the following additional coverage during the term of this Agreement:

(1) *Workers Compensation and Employer's Liability.* If Contractor has employees, Contractor must maintain workers' compensation coverage to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease;

(2) *Professional Liability.* If this Agreement involves the furnishing of consulting services or professional services for the direct benefit of the JBE, Contractor must maintain errors and omissions coverage with minimum limits of \$1 million or more per claim, unless the JBE determines the risk of a lower limit is commercially reasonable under the circumstances, but not to be less than \$500,000 per claim or the limit Contractor actually maintains, whichever is greater.

State of California Standard Agreement
Amendment 3 to Master Agreement No. MA200912 with StopTech Ltd.

days' prior written notice to the JBE. Any replacement certificates of insurance are subject to the approval of the JBE, and, without prejudice to the JBE, Contractor shall not perform work before the JBE approves the certificates.

- h. Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- i. Required Policy Provisions.** Each policy must provide, as follows:
 - (A) Insurance Primary; Waiver of Subrogation.* The basic coverage provided is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; and
 - (B) Separation of Insureds.* The commercial general liability policy, or, if maintained in lieu of that policy, the commercial umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability.
- j. Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:
 - (A) Separate.* Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or
 - (B) Joint.* Joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- k. Consequences of Lapse.** If required insurance lapses during the Term, the JBE is not required to process invoices after such lapse until Contractor provide evidence of reinstatement that is effective as of the lapse date.

21. Audit and Records

- a. Audit.** Contractor shall allow the JBE's designees and the JBE to review and audit Contractor's documents and records relating to this 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 JBE is the exclusive owner of all records and other material collected or produced in connection with Contractor's performance under this Agreement. Upon request at any time, subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the JBE or to another party at the JBE's direction. Contractor shall