

NIC Partners Inc.
11981 Jack Benny Drive, Ste. 103
Rancho Cucamonga, CA 91739

BILL TO:		JOB LOCATION:	
COMPANY	South Pasadena Unified School	COMPANY	South Pasadena USD
ADDRESS	1020 El Centro St	ADDRESS	1020 El Centro St
		DATE	February 23, 2016
		EXPIRY DATE	March 24, 2016
		SALES REP.	NILKANTH RADADIA
	South Pasadena, CA 91030		South Pasadena, CA 91030
CONTACT		PHONE.	(909)919-2836 EXT
PHONE	(626)441-5810	EMAIL.	nradadia@nicpartnersinc.com

TITLE:

South Pasadena USD - Multi Site IPVS (CMAS)

SCOPE OF WORK:

Please refer to the attached Scope of Work "Multi Site IPVS"

Quote 16832 (CMAS)
 Quote 16865 (NON CMAS)

CMAS CONTRACTS

- * 3-09-70-2473G (AMP/TYCO)
- * 3-10-70-2473M (PANDUIT & LABOR)
- * 3-14-70-2473V (SONY)

PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
ARROYO VISTA ES				
CMAS 3-09-70-2473G (AMP/TYCO)				
5-1933047-6	610 Series CMP Cat 6 UTP Cable Blue	800.00	\$0.36	\$292.00
2-1375055-5	Work Area Outlet, SL Series, 110 Cat 6 Jack, Orange	12.00	\$6.64	\$79.68
1116697-3	Single Port Surface Mount 1 Port White Box	12.00	\$1.31	\$15.72
CMAS 3-10-70-2473M (PANDUIT)				
S100X150YAJ	Wire Wrap Labels	24.00	\$0.06	\$1.52
CMAS 3-14-70-2473V (SONY)				
UNI-CMA1	Corner mount UNI-CMA1	1.00	\$81.41	\$81.41
UNI-WMB1	Gooseneck UNI-WMB1	1.00	\$98.34	\$98.34
UNI-ORL7C2	PTZ Housing UNI-ORL7C2	1.00	\$507.33	\$507.33
SNC-EM632RC	SNC-EM632R 3 Mega Pixel IP Mini Dome Wide-D W/Illuminator PoE Only	5.00	\$921.91	\$4,609.55
SNC-EP550	SNC-EP550 720p HD PTZ camera with 1280 x 720 resolution, 1/4 type Exor	1.00	\$1,298.02	\$1,298.02
UNI-BBB2	Aluminum back box with pole mount adaptor for the SNC-EM602R,	5.00	\$102.41	\$512.05
Sub-Total (Arroyo Vista ES)				\$7,495.62
DISTRICT OFFICE				
CMAS 3-09-70-2473G (AMP/TYCO)				
5-1933047-6	610 Series CMP Cat 6 UTP Cable Blue	710.00	\$0.36	\$259.15
2-1375055-5	Work Area Outlet, SL Series, 110 Cat 6 Jack, Orange	12.00	\$6.64	\$79.68
1116697-3	Single Port Surface Mount 1 Port White Box	12.00	\$1.31	\$15.72
CMAS 3-10-70-2473M (PANDUIT)				
S100X150YAJ	Wire Wrap Labels	24.00	\$0.06	\$1.52
CMAS 3-14-70-2473V (SONY)				
SNC-EM632RC	SNC-EM632R 3 Mega Pixel IP Mini Dome Wide-D W/Illuminator PoE Only	6.00	\$921.91	\$5,531.46
UNI-BBB2	Aluminum back box with pole mount adaptor for the SNC-EM602R,	6.00	\$102.41	\$614.46
Sub-Total (District Office)				\$6,501.99
MARENGO ES				
CMAS 3-09-70-2473G (AMP/TYCO)				
5-1933047-6	610 Series CMP Cat 6 UTP Cable Blue	710.00	\$0.36	\$259.15
2-1375055-5	Work Area Outlet, SL Series, 110 Cat 6 Jack, Orange	10.00	\$6.64	\$66.40

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	South Pasadena, CA 91030		South Pasadena, CA 91030
CONTACT		PHONE.	(909)919-2836 EXT
PHONE	(626)441-5810	EMAIL.	nradadia@nicpartnersinc.com

TITLE:

South Pasadena USD - Multi Site IPVS (CMAS)

PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1116697-3	Single Port Surface Mount 1 Port White Box <u>CMAS 3-10-70-2473M (PANDUIT)</u>	10.00	\$1.31	\$13.10
S100X150YAJ	Wire Wrap Labels <u>CMAS 3-14-70-2473V (SONY)</u>	40.00	\$0.06	\$2.54
SNC-EM632RC	SNC-EM632R 3 Mega Pixel IP Mini Dome Wide-D W/Illuminator PoE Only	5.00	\$921.90	\$4,609.50
UNI-BBB2	Aluminum back box with pole mount adaptor for the SNC-EM602R,	5.00	\$102.41	\$512.05
Sub-Total (Marengo ES)				\$5,462.74
<u>MONTEREY HILLS ES</u>				
	<u>CMAS 3-09-70-2473G (AMP/TYCO)</u>			
5-1933047-6	610 Series CMP Cat 6 UTP Cable Blue	780.00	\$0.36	\$284.70
2-1375055-5	Work Area Outlet, SL Series, 110 Cat 6 Jack, Orange	10.00	\$6.64	\$66.40
1116697-3	Single Port Surface Mount 1 Port White Box <u>CMAS 3-10-70-2473M (PANDUIT)</u>	10.00	\$1.31	\$13.10
S100X150YAJ	Wire Wrap Labels <u>CMAS 3-14-70-2473V (SONY)</u>	40.00	\$0.06	\$2.54
SNC-EM632RC	SNC-EM632R 3 Mega Pixel IP Mini Dome Wide-D W/Illuminator PoE Only	5.00	\$921.91	\$4,609.55
UNI-BBB2	Aluminum back box with pole mount adaptor for the SNC-EM602R,	4.00	\$102.41	\$409.64
Sub-Total (Monterey Hills ES)				\$5,385.93
<u>SOUTH PASADENA HS</u>				
	<u>CMAS 3-09-70-2473G (AMP/TYCO)</u>			
5-1933047-6	610 Series CMP Cat 6 UTP Cable Blue	600.00	\$0.36	\$219.00
2-1375055-5	Work Area Outlet, SL Series, 110 Cat 6 Jack, Orange	10.00	\$6.64	\$66.40
1116697-3	Single Port Surface Mount 1 Port White Box <u>CMAS 3-10-70-2473M (PANDUIT)</u>	10.00	\$1.31	\$13.10
S100X150YAJ	Wire Wrap Labels <u>CMAS 3-14-70-2473V (SONY)</u>	40.00	\$0.06	\$2.54
UNI-CMA1	Corner mount UNI-CMA1	2.00	\$81.41	\$162.82
SNC-EM632RC	SNC-EM632R 3 Mega Pixel IP Mini Dome Wide-D W/Illuminator PoE Only	5.00	\$921.91	\$4,609.55
UNI-BBB2	Aluminum back box with pole mount adaptor for the SNC-EM602R,	3.00	\$102.41	\$307.23
UNI-MDB3	UNI-MDB3 Mini Dome Gooseneck Bracket	2.00	\$114.35	\$228.70
Sub-Total (South Pasadena HS)				\$5,609.34

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PHONE	(626)441-5810	PHONE	(626)441-5810
		DATE	February 23,2016
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		SALES REP.	NILKANTH RADADIA
		PHONE.	(909)919-2836 EXT
		EMAIL.	nradadia@nicpartnersinc.com

TITLE:

South Pasadena USD - Multi Site IPVS (CMAS)

PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Authorized Signature				
By: _____			Non-Taxable Material:	\$0.00
Name: _____			Taxable Material:	\$30,455.62
Date: _____			Tax:	\$2,741.01
			Labor:	\$14,089.15
			Service/Maintenance:	\$0.00
			Shipping:	\$0.00
			Other Services:	\$0.00
			TOTAL:	\$47,285.78

By signing this proposal, you acknowledge that you are authorized to enter into a binding agreement on behalf of your company/organization, and (unless governed by public sector purchasing contract/agreement) you agree to the terms and conditions below.

STANDARD TERMS & CONDITIONS

PAYMENT TERMS: Invoices shall be submitted twice a month, normally on the first and fifteenth. Bills are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

EQUIPMENT PAYMENT TERMS: Established accounts, Educational Institutions and Government Agencies are net 30 days. All others are payment in full prior to shipping. Customer agrees to pay finance charge on all over due balances.

INTEREST: If payment is not received by NIC PARTNERS within 30 calendar days of the invoice date, the Customer shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment hereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC PARTNERS shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC PARTNERS in connection therewith and, in addition, the reasonable value of NIC PARTNERS time and expenses spent in connection with such collection action, computed at NIC PARTNERS prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Customer fails to make payments when due or otherwise is in breach of this Agreement, NIC PARTNERS may suspend performance of services upon five (5) calendar days' notice to the Customer. NIC PARTNERS shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

TERMINATION OF SERVICES: If the Customer fails to make payment to NIC PARTNERS in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by NIC PARTNERS.

SET-OFFS, BACKCHARGES, DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set-offs by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party.

INDEMNITY AND INSURANCE: Each party shall be responsible for and hold the other party harmless from any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of the party's agents or employees.

NIC PARTNERS shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than One Million Dollars (\$1,000,000.00)

BOND: Costs of Performance and Payment bond is not included. If required, NIC PARTNERS shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the full amount of this Agreement. Cost of such bonds to be paid directly by Customer.

ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded.

LIABILITY: NIC PARTNERS shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies.

WARRANTY (Limited): NIC PARTNERS warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC PARTNERS shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of NIC PARTNERS when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while the system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, NIC PARTNERS cannot control how the system and its components are used and, accordingly, NIC PARTNERS does not warrant or represent, expressly or implicitly, that use of the software, licensed materials derived there from will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third persons. Further, regardless of any prior statements, representations, or course of dealings by any NIC PARTNERS representatives, NIC PARTNERS does not warrant or represent, expressly or implicitly, that the software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions. Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed. You and NIC PARTNERS each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

OWNERSHIP: NIC Partners shall retain ownership of all materials supplied until the customer takes possession of the materials at their facilities. Upon receipt the customer assumes the risks and ownership of all materials. NIC Partners has the right to restore ownership of the materials to NIC Partners if the customer fails to pay for the materials under the terms of the contract. Once ownership has been restored to NIC Partners due to non-payment, NIC Partners may retrieve from the Customer's premises any material supplied where payment has not been tendered. The Uniform Commercial Code of California shall govern this sale and this order shall not be assignable, but shall bind the representative and successors of the parties and their benefits.

LIENS: Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

RETURNS: Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover the cost of handling and restocking charges.

DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the state where services are rendered, excluding rules regarding conflicts of law

**South Pasadena Unified School District
Scope of Work
Multi-Site IPVS**

Quote 16832 (CMAS)

Quote 16865 (NON CMAS)

CMAS CONTRACTS

- 3-09-70-2473G (AMP/TYCO)
- 3-10-70-2473M (PANDUIT & LABOR)
- 3-14-70-2473V (SONY)

NIC Partners will provide and install as per the attached drawings:

Arroyo Vista ES

1. Five (5) Sony SNC-EM632R 3 Mega Pixel IP Mini Dome Wide-D W/Illuminator PoE only.
2. One (1) Sony SNC-EP550 720p HD PTZ camera with 1280 x 720 resolution, 1/4 type Exor CMOS imager, 28x optical zoom, dual streaming JPEG/MPEG-4.
3. One (1) Cat6 CMP data cable from each camera to its associated MDF/IDF.
4. All cables shall be terminated, tested, and labeled as per EIA/TIA standards.
5. Import newly installed cameras into the existing South Pasadena USD video server.
6. Provide six (6) ONSSI Ocularis 5.x licenses and StayCurrent support.
7. South Pasadena USD ONSSI video server must be upgraded to ONSSI 5.x prior to this project being implemented.

Notes:

1. Provide access to work area in a timely manner.
2. All pathways are assumed to be free and clear.
3. NIC Partners will update customer-provided electronic drawings, otherwise the attached Visio will be considered part of the closeout package.

District Office

1. Six (6) Sony SNC-EM632R 3 Mega Pixel IP Mini Dome Wide-D W/Illuminator PoE only.
2. One (1) Arecont Vision AV12186DN 12 Megapixel 180° WDR Panoramic IP Camera, 5.2 fps, Day/Night, 5.4mm f/2.0 IR Lens, IP66, IK-10 Vandal Resistant Dome.
3. One (1) Cat6 CMP data cable from each camera to its associated MDF/IDF.
4. All cables shall be terminated, tested, and labeled as per EIA/TIA standards.
5. Import newly installed cameras into the existing South Pasadena USD video server.
6. Provide seven (7) ONSSI Ocularis 5.x licenses and StayCurrent support.

7. South Pasadena USD ONSSI video server must be upgraded to ONSSI 5.x prior to this project being implemented.

Notes:

1. Provide access to work area in a timely manner.
2. All pathways are assumed to be free and clear.
3. NIC Partners will update customer-provided electronic drawings, otherwise the attached Visio will be considered part of the closeout package.

Marengo ES

1. Five (5) Sony SNC-EM632R 3 Mega Pixel IP Mini Dome Wide-D W/Illuminator PoE only.
2. One (1) Cat6 CMP data cable from each camera to its associated MDF/IDF.
3. All cables shall be terminated, tested, and labeled as per EIA/TIA standards.
4. Import newly installed cameras into the existing South Pasadena USD video server.
5. Provide five (5) ONSSI Ocularis 5.x licenses and StayCurrent support.
6. South Pasadena USD ONSSI video server must be upgraded to ONSSI 5.x prior to this project being implemented.

Notes:

1. Provide access to work area in a timely manner.
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Monterey Hills ES

1. Five (5) Sony SNC-EM632R 3 Mega Pixel IP Mini Dome Wide-D W/Illuminator PoE only.
2. One (1) Cat6 CMP data cable from each camera to its associated MDF/IDF.
3. All cables shall be terminated, tested, and labeled as per EIA/TIA standards.
4. Import newly installed cameras into the existing South Pasadena USD video server.
5. Provide five (5) ONSSI Ocularis 5.x licenses and StayCurrent support.
6. South Pasadena USD ONSSI video server must be upgraded to ONSSI 5.x prior to this project being implemented.

Notes:

1. Provide access to work area in a timely manner.
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South Pasadena HS

1. Four (4) Sony SNC-EM632R 3 Mega Pixel IP Mini Dome Wide-D W/Illuminator PoE only.
2. One (1) Cat6 CMP data cable from each camera to its associated MDF/IDF.
3. All cables shall be terminated, tested, and labeled as per EIA/TIA standards.
4. Import newly installed cameras into the existing South Pasadena USD video server.
5. Provide four (4) ONSSI Ocularis 5.x licenses and StayCurrent support.
6. Replace broken Sony bullet camera at pool with new Sony SNC-EM632R 3 Mega Pixel IP Mini Dome Wide-D W/Illuminator PoE only.
7. Relocate two (2) existing bullet cameras to Room 615.
8. South Pasadena USD ONSSI video server must be upgraded to ONSSI 5.x prior to this project being implemented.

Notes:

1. Provide access to work area in a timely manner.
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ADDRESS	1020 El Centro St	ADDRESS	1020 El Centro St
	South Pasadena, CA 91030		South Pasadena, CA 91030
CONTACT	Derek Aoki	CONTACT	
PHONE	(626)441-5810	PHONE	(626)441-5810
		DATE	March 18,2016
		EXPIRY DATE	April 17,2016
		SALES REP.	NILKANTH RADADIA
		PHONE.	(909)919-2836 EXT
		EMAIL.	nradadia@nicpartnersinc.com

TITLE:

South Pasadena USD - ONSSI Upgrade (CMAS)

SCOPE OF WORK:

Quote 16883 (CMAS)

Quote 16902 (NON CMAS)

CMAS CONTRACT

3-10-70-2473L (NETWORK ENGINEERING LABOR)

South Pasadena USD ONSSI Upgrade to Ocularis Enterprise 5.1

NIC Partners will provide and install the following:

1. One (1) ONSSI SC-OC-ENT-B-1Y Ocularis Enterprise Base 1 Year StayCURRENT.
2. Eighty-five (85) ONSSI SC-OC-ENT-1C-1Y Ocularis Enterprise Camera 1 Year StayCURRENT.
3. Import eighty-five (85) existing cameras into customer's existing video server.

Note:

Current Ocularis video server and Ocularis Client must meet the minimum ONSSI recommendations see attached.

PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	NETWORK ENGINEERING LABOR			

Authorized Signature

By: _____

Name: _____

Date: _____

Non-Taxable Material:	\$0.00
Taxable Material:	\$0.00
Tax:	\$0.00
Labor:	\$3,925.44
Service/Maintenance:	\$0.00
Shipping:	\$0.00
Other Services:	\$0.00
TOTAL:	\$3,925.44

By signing this proposal, you acknowledge that you are authorized to enter into a binding agreement on behalf of your company/organization, and (unless governed by public sector purchasing contract/agreement) you agree to the terms and conditions below.

STANDARD TERMS & CONDITIONS

PAYMENT TERMS: Invoices shall be submitted twice a month, normally on the first and fifteenth. Bills are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

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TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC PARTNERS shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC PARTNERS in connection therewith and, in addition, the reasonable value of NIC PARTNERS time and expenses spent in connection with such collection action, computed at NIC PARTNERS prevailing fee schedule and expense policies.

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NIC PARTNERS shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than One Million Dollars (\$1,000,000.00)

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ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded.

LIABILITY: NIC PARTNERS shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies.

WARRANTY (Limited): NIC PARTNERS warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC PARTNERS shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of NIC PARTNERS when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while the system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, NIC PARTNERS cannot control how the system and its components are used and, accordingly, NIC PARTNERS does not warrant or represent, expressly or implicitly, that use of the software, licensed materials derived there from will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third persons. Further, regardless of any prior statements, representations, or course of dealings by any NIC PARTNERS representatives, NIC PARTNERS does not warrant or represent, expressly or implicitly, that the software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions. Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed. You and NIC PARTNERS each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

OWNERSHIP: NIC Partners shall retain ownership of all materials supplied until the customer takes possession of the materials at their facilities. Upon receipt the customer assumes the risks and ownership of all materials. NIC Partners has the right to restore ownership of the materials to NIC Partners if the customer fails to pay for the materials under the terms of the contract. Once ownership has been restored to NIC Partners due to non-payment, NIC Partners may retrieve from the Customer's premises any material supplied where payment has not been tendered. The Uniform Commercial Code of California shall govern this sale and this order shall not be assignable, but shall bind the representative and successors of the parties and their benefits.

LIENS: Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

RETURNS: Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover the cost of handling and restocking charges.

DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the state where services are rendered, excluding rules regarding conflicts of law

NIC Partners Inc.
11981 Jack Benny Drive, Ste. 103
Rancho Cucamonga, CA 91739

BILL TO:		JOB LOCATION:	
COMPANY	South Pasadena Unified School	COMPANY	South Pasadena USD
ADDRESS	1020 El Centro St	ADDRESS	1020 El Centro St
	South Pasadena, CA 91030		South Pasadena, CA 91030
CONTACT	Derek Aoki	CONTACT	
PHONE	(626)441-5810	PHONE	(626)441-5810
		DATE	March 18,2016
		EXPIRY DATE	April 17,2016
		SALES REP.	NILKANTH RADADIA
		PHONE.	(909)919-2836 EXT
		EMAIL.	nradadia@nicpartnersinc.com

TITLE:

South Pasadena USD - ONSSI Upgrade (NON CMAS)

SCOPE OF WORK:

Quote 16883 (CMAS)

Quote 16902 (NON CMAS)

South Pasadena USD ONSSI Upgrade to Ocularis Enterprise 5.1

NIC Partners will provide and install the following:

1. One (1) ONSSI SC-OC-ENT-B-1Y Ocularis Enterprise Base 1 Year StayCURRENT.
2. Eighty-five (85) ONSSI SC-OC-ENT-1C-1Y Ocularis Enterprise Camera 1 Year StayCURRENT.
3. Import eighty-five (85) existing cameras into customer's existing video server.

Note:

Current Ocularis video server and Ocularis Client must meet the minimum ONSSI recommendations see attached.

PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	NON CMAS			
SC-OC-ENT-B-1Y	*Ocularis Enterprise Base 1 Year StayCURRENT Service Renewal for Licenses	1.00	\$146.0442	\$146.04
SC-OC-ENT-1C-1Y	*Ocularis Enterprise Camera 1 Year StayCURRENT Service renewal for licenses	85.00	\$27.5989	\$2,345.91

Authorized Signature

By: _____

Name: _____

Date: _____

Non-Taxable Material:	\$2,491.95
Taxable Material:	\$0.00
Tax:	\$0.00
Labor:	\$0.00
Service/Maintenance:	\$0.00
Shipping:	\$0.00
Other Services:	\$0.00
TOTAL:	\$2,491.95

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STANDARD TERMS & CONDITIONS

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EQUIPMENT PAYMENT TERMS: Established accounts, Educational Institutions and Government Agencies are net 30 days. All others are payment in full prior to shipping. Customer agrees to pay finance charge on all over due balances.

INTEREST: If payment is not received by NIC PARTNERS within 30 calendar days of the invoice date, the Customer shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment hereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC PARTNERS shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC PARTNERS in connection therewith and, in addition, the reasonable value of NIC PARTNERS time and expenses spent in connection with such collection action, computed at NIC PARTNERS prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Customer fails to make payments when due or otherwise is in breach of this Agreement, NIC PARTNERS may suspend performance of services upon five (5) calendar days' notice to the Customer. NIC PARTNERS shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

TERMINATION OF SERVICES: If the Customer fails to make payment to NIC PARTNERS in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by NIC PARTNERS.

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NIC PARTNERS shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than One Million Dollars (\$1,000,000.00)

BOND: Costs of Performance and Payment bond is not included. If required, NIC PARTNERS shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the full amount of this Agreement. Cost of such bonds to be paid directly by Customer.

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CONTACT	Derek Aoki	CONTACT	
PHONE	(626)441-5810	PHONE	(626)441-5810
		DATE	March 18,2016
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		SALES REP.	NILKANTH RADADIA
		PHONE.	(909)919-2836 EXT
		EMAIL.	nradadia@nicpartnersinc.com

TITLE:

South Pasadena USD - New Video Server (CMAS)

SCOPE OF WORK:

Please refer to the attached Scope of Work "South Pasadena USD - New Video Server"

Quote 17392 (CMAS)
 Quote 17393 (NON CMAS)

CMAS CONTRACT
 3-10-70-2473L (LABOR)

PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	ENGINEERING LABOR			
	CMAS 3-10-70-2473L			

Authorized Signature

By: _____

Name: _____

Date: _____

Non-Taxable Material:	\$0.00
Taxable Material:	\$0.00
Tax:	\$0.00
Labor:	\$457.05
Service/Maintenance:	\$0.00
Shipping:	\$0.00
Other Services:	\$0.00
TOTAL:	\$457.05

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STANDARD TERMS & CONDITIONS

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South Pasadena Unified School District

NEW VIDEO SERVER - SCOPE OF WORK March 18, 2016

NIC Partners will provide and install the following video server based on the below specifications:

South Pasadena USD, OC V5.x

Camera Name / Type	# of Cameras	Video Format	Camera Resolution	fps	Frame Size (KB)/ Bitrate (Kbps)	Hours	Motion %	Days to Store	Storage (GB)	Bandwidth Mbps
1080p HD	62	H.264	1080p HD	10	2560	24	50%	14	11999	159
Total	62							Total	12TB	159Mbps

One (1) V26M Video Server:

- Guaranteed Performance to process 62x 1080p HD cameras recording H.264 compression at 10fps generating bitrate of 159Mbps
- For OS and VMS, a fast RAID is configured for performance and redundancy
- For Video Recording, 16TB usable capacity is provided in RAID5 redundancy
- 400W or higher Single Power Supply
- Windows 7 Pro 64bit

V26M VMS Video Appliance Standard Features:

- Rackmount Enclosure 2U rack rails included
- Intel Processor
- QPI of up to 6.4GT/s
- DDR3 4GB Cache for added performance
- On-Board Gigabit Ethernet Dual Port
- 6/8 drive trays "Hot swap"
- 400W High-efficiency Power Supply
- Server Health Monitoring; CPU, FAN, Temperature LED
- Excellent Warranty: 3 years

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		SALES REP.	NILKANTH RADADIA
		PHONE.	(909)919-2836 EXT
		EMAIL.	nradadia@nicpartnersinc.com

TITLE:

South Pasadena USD - New Video Server (NON CMAS)

SCOPE OF WORK:

Please refer to the attached Scope of Work "South Pasadena USD - New Video Server"

Quote 17392 (CMAS)

Quote 17393 (NON CMAS)

PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
NON CMAS				
V26MW7CI7R16R8DLA	V26M Video Server	1.00	\$6,773.2291	\$6,773.23
SHIPPING	*Shipping Charges	1.00	\$103.4959	\$103.50

Authorized Signature

By: _____

Name: _____

Date: _____

Non-Taxable Material:	\$0.00
Taxable Material:	\$6,773.23
Tax:	\$609.59
Labor:	\$0.00
Service/Maintenance:	\$0.00
Shipping:	\$103.50
Other Services:	\$0.00
TOTAL:	\$7,486.32

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ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded.

LIABILITY: NIC PARTNERS shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies.

WARRANTY (Limited): NIC PARTNERS warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC PARTNERS shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of NIC PARTNERS when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while the system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, NIC PARTNERS cannot control how the system and its components are used and, accordingly, NIC PARTNERS does not warrant or represent, expressly or implicitly, that use of the software, licensed materials derived there from will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third persons. Further, regardless of any prior statements, representations, or course of dealings by any NIC PARTNERS representatives, NIC PARTNERS does not warrant or represent, expressly or implicitly, that the software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions. Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed. You and NIC PARTNERS each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

OWNERSHIP: NIC Partners shall retain ownership of all materials supplied until the customer takes possession of the materials at their facilities. Upon receipt the customer assumes the risks and ownership of all materials. NIC Partners has the right to restore ownership of the materials to NIC Partners if the customer fails to pay for the materials under the terms of the contract. Once ownership has been restored to NIC Partners due to non-payment, NIC Partners may retrieve from the Customer's premises any material supplied where payment has not been tendered. The Uniform Commercial Code of California shall govern this sale and this order shall not be assignable, but shall bind the representative and successors of the parties and their benefits.

LIENS: Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

RETURNS: Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover the cost of handling and restocking charges.

DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the state where services are rendered, excluding rules regarding conflicts of law

South Pasadena Unified School District

NEW VIDEO SERVER - SCOPE OF WORK

March 18, 2016

NIC Partners will provide and install the following video server based on the below specifications:

South Pasadena USD, OC V5.x

Camera Name / Type	# of Cameras	Video Format	Camera Resolution	fps	Frame Size (KB)/ Bitrate (Kbps)	Hours	Motion %	Days to Store	Storage (GB)	Bandwidth Mbps
1080p HD	62	H.264	1080p HD	10	2560	24	50%	14	11999	159
Total	62							Total	12TB	159Mbps

One (1) V26M Video Server:

- Guaranteed Performance to process 62x 1080p HD cameras recording H.264 compression at 10fps generating bitrate of 159Mbps
- For OS and VMS, a fast RAID is configured for performance and redundancy
- For Video Recording, 16TB usable capacity is provided in RAID5 redundancy
- 400W or higher Single Power Supply
- Windows 7 Pro 64bit

V26M VMS Video Appliance Standard Features:

- Rackmount Enclosure 2U rack rails included
- Intel Processor
- QPI of up to 6.4GT/s
- DDR3 4GB Cache for added performance
- On-Board Gigabit Ethernet Dual Port
- 6/8 drive trays "Hot swap"
- 400W High-efficiency Power Supply
- Server Health Monitoring; CPU, FAN, Temperature LED
- Excellent Warranty: 3 years