

AGREEMENT BETWEEN SAFETY VISION AND YAMHILL COUNTY TRANSIT AREA

THIS AGREEMENT for products and services ("Agreement") is entered into by and between the **Yamhill County Transit Area**, an ORS 451 county service district ("YCTA"), and Safety Vision, a Texas based corporation, located at 6100 West Sam Houston Parkway, Houston, Texas 77041-5113.

WHEREAS, YCTA desires to acquire and deploy bus mobile surveillance equipment and related apparatus to support the public transit needs of YCTA and Yamhill County acting by and through YCTA and its contracted transit service provider; and

WHEREAS, CONTRACTOR provides Equipment (as defined herein) and was the successful responder to YCTA's RFQ described below; and

WHEREAS, YCTA and CONTRACTOR now desire to enter into this Agreement for CONTRACTOR to provide the Equipment and services to YCTA in accordance with the terms herein and of the following Exhibits, which are attached hereto and incorporated herein by this reference:

Exhibit A	YCTA's RFQ
Exhibit B	CONTRACTOR's Response to YCTA's RFQ
Exhibit C	Insurance Requirements

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, herein the Parties agree as follows:

- 1.0 Definitions.** As used in this Agreement, the following capitalized terms shall have the following meanings:
 - 1.1 "Confidential"** shall have the meaning provided in Section 12.1.
 - 1.2 "Documentation"** shall mean manuals, training materials, information or diagrams relating to the Equipment.
 - 1.3 "Effective Date"** shall be the date that the Agreement is fully executed and signed by all Parties to the Agreement.
 - 1.4 "Equipment"** means the camera system and related apparatus purchased pursuant to this Agreement and as further described in Exhibit B.
 - 1.5 "Final Acceptance"** shall mean the Equipment has been accepted by YCTA in accordance with this Agreement.
- 2.0 Products and Services**
 - 2.1 Work Requirements:** In consideration for the payments described in Section 3.0 hereof, unless sooner terminated, CONTRACTOR will provide YCTA with the Equipment described in Exhibit B.
- 3.0 Compensation and Payment Provisions**
 - 3.1** YCTA shall make payment upon receipt and acceptance of the Equipment as invoiced by CONTRACTOR following successful deployment. YCTA shall pay invoices within thirty (30) days after an invoice has been received and approved by the authorized YCTA representative and they have determined that the Equipment has been successfully deployed.
 - 3.2** The costs set forth in Exhibit B constitute the entire compensation due to CONTRACTOR under this Agreement.
 - 3.3** Any and all CONTRACTOR related travel expenses that are incurred as a direct result of this Agreement shall be CONTRACTOR's responsibility.
- 4.0 Term:** The Effective Date of this Agreement will be upon the date of signatures by all Parties. This Agreement, unless terminated or renewed as elsewhere provided in the Agreement, shall terminate on the 31st of December, 2019. The Agreement may be extended upon mutual agreement and is subject to the limits of available funding.
- 5.0 Access to Records:** CONTRACTOR shall maintain fiscal records and all other records pertinent to this Agreement. All fiscal records shall be maintained pursuant to US GAAP, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least seven (7) years following final payment. YCTA's authorized representatives shall have the right to direct access to all of CONTRACTOR's books, documents, papers and records related to this Agreement for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. YCTA shall reimburse CONTRACTOR for CONTRACTOR's reasonable cost of preparing such copies.
- 6.0 Compliance with Applicable Law:** Each Party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by CONTRACTOR of applicable law shall constitute an event of default under this Agreement and CONTRACTOR shall be liable for and hold YCTA harmless and defend YCTA from and against any and all liability arising out of, connected with, or as a result of the violation. In addition, Contractor agrees that it has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.
- 7.0 Indemnification:** CONTRACTOR shall defend, indemnify and hold harmless YCTA, its officers, agents, and employees from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence,

wrongful acts or omissions of CONTRACTOR, its officers, agents, and employees in connection with the Equipment and the performance of any services under this Agreement.

8.0 Insurance

8.1 Throughout the term of this Agreement, CONTRACTOR shall maintain at all times commercial general liability insurance and property damage insurance, covering its activities and operations under this Agreement. CONTRACTOR shall add YCTA, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and an Endorsement shall be issued by the company showing YCTA as an Additional Insured and the coverage shall contain a 30-day Notice of Cancellation endorsement. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300, as requested in the attached Insurance Requirements, Exhibit C, attached hereto and incorporated herein by this reference. All insurance shall be evidenced by a Certificate of Insurance and Endorsement provided to YCTA, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon.

8.2 CONTRACTOR shall obtain and maintain at all times during the term of this Agreement, workers' compensation insurance with statutory limits and employers' liability insurance.

8.3 CONTRACTOR shall provide YCTA with evidence that it is a carrier-insured or self-insured employer in full compliance with ORS Chapter 656, or that it employs no persons subject to the requirements of ORS 656, Workers' Compensation Coverage.

9.0 Warranty

9.1 CONTRACTOR warrants:

9.1.1 Unless otherwise stated, all Equipment shall be new and current model and shall carry full manufacturer warranties. CONTRACTOR warrants all Equipment delivered to be free from defects in labor, material and manufacture. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS Chapter 72) are incorporated in this Agreement. All warranties shall run to YCTA.

9.1.2 The Equipment will perform in accordance with CONTRACTOR's response to YCTA's RFQ, this Agreement including all Exhibits and any attached Schedules, which are incorporated herein by this reference.

9.1.3 All Equipment will strictly comply with and conform to descriptions and representations of Exhibit B (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, function and requirements).

9.1.4 CONTRACTOR acknowledges the standard of performance and professionalism required in the performance of its services in the delivery of the Equipment under this Agreement. CONTRACTOR agrees to perform and deliver the Equipment under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, CONTRACTOR, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the YCTA. CONTRACTOR further agrees that it will not accept any fee or financial remuneration from any entity or person other than YCTA for its performance under this Agreement.

10.0 Force Majeure: Neither Party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such Party.

11.0 Ownership of Data

11.1 YCTA will retain all title, rights, and ownership of all data, and other data created, acquired or stored on the Equipment by use of the Equipment. YCTA may duplicate the data entered into the Equipment on any media.

12.0 Confidential Information

12.1 The Parties acknowledge that in the course of performing its responsibilities under this Agreement, that each Party may be exposed to or acquire information which is proprietary and confidential to the other Party or its affiliated companies or their agents. Any and all information of one Party in any form obtained by the other Party or its employees, agents or representatives in the course of performing this Agreement shall be deemed to be proprietary and confidential information of such Party, subject to the Oregon public records law, ORS Chapter 192. The Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third-parties or to use such information for any purposes whatsoever, without the express written permission of the other Party, other than for the delivery of Equipment or provision of services hereunder, and to advise each of its employees, agents and representatives of its obligations to keep such information confidential. All such confidential and proprietary information described herein and any deliverable provided hereunder, in whatever form, are hereafter collectively referred to as "Confidential Information." The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the Parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and will reasonably cooperate in seeking injunctive relief against any such person.

12.2 Notwithstanding the obligations set forth in the previous paragraph, the confidentiality obligations of the Parties shall not extend to information that: (i) is, at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party; (ii) was known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party; (iv) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (v) is required to be disclosed pursuant to statute, court order or other governmental authority, whereupon the receiving party shall provide notice to the disclosing party so as to allow the disclosing party to take appropriate steps to protect its interests.

13.0 Termination

13.1 Default by CONTRACTOR: If CONTRACTOR defaults in the performance of any of its material obligations under this Agreement for a period of thirty (30) days after the sending of notice to the address on this Agreement that it is in default, YCTA may, at its option, terminate the Agreement by delivering written notice to CONTRACTOR at the address in this document, and paying CONTRACTOR, in full satisfaction and discharge of all liabilities and obligations owed to CONTRACTOR, all sums due under this Agreement for all work performed by CONTRACTOR, and accepted by YCTA, to the initial date of the default. For the purposes of this Agreement, material obligations are any obligation under the terms of this Agreement, which, if not completed according to the terms of the Agreement, would render the Equipment inoperable.

13.2 Mutual Consent/Convenience: All or part of this Agreement may be terminated by mutual consent of both parties; or by either party at any time for cause, upon sixty (60) days' notice in writing, and delivered by certified mail. All or part of this Agreement may be terminated by YCTA at YCTA's convenience upon thirty (30) days' notice in writing and delivered by certified mail.

13.3 Breach of Agreement: Should CONTRACTOR breach any of the provisions of this Agreement, YCTA reserves the right to cancel this Agreement upon written notice to CONTRACTOR. CONTRACTOR shall be liable for any and all damages suffered by YCTA as the result of CONTRACTOR's breach of the Agreement, including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170.

13.4 Funding Out: If the Yamhill County Board of Commissioners reduces, changes, eliminates or otherwise modifies funding for YCTA for any of the Equipment or services identified, CONTRACTOR agrees to abide by any such decision, including termination.

13.5 Miscellaneous: YCTA may terminate all or part of this Agreement: (i) with ten (10) days' notice, if funding to YCTA from federal, state or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity and quality of Equipment or services. YCTA will give more notice whenever possible; (ii) with thirty (30) days' notice, if federal or state regulations are modified or changed in such a way that the Equipment or services are no longer allowable for purchase under this Agreement; (iii) upon notice of denial, revocation or non-renewal of any licensee or certification required by law or regulation to be held by CONTRACTOR to provide Equipment or a service under this Agreement; (iv) if CONTRACTOR fails to deliver Equipment or start services on the date agreed upon by YCTA and CONTRACTOR; (v) failure of CONTRACTOR or YCTA to comply with the provisions of this Agreement or all applicable federal, state and local laws and rules may be cause for termination of this Agreement. Such termination shall be without prejudice to any obligations or liabilities of either party accrued to such termination; or (vi) immediately in the event of an emergency or if it is deemed by YCTA in its reasonable discretion to be in the public interest.

13.6 YCTA shall not be liable for anticipated profits based upon Equipment not yet delivered as of the date of termination. If payments previously made to CONTRACTOR exceed the amount CONTRACTOR is entitled to receive pursuant to this Section, CONTRACTOR shall immediately repay YCTA the difference.

14.0 Data Backup: Data backup and restoration of data (if any) will be performed and maintained by YCTA.

15.0 Work Orders

15.1 YCTA Initiated. In the event that YCTA desires to modify or amend this Agreement, including any Exhibit, YCTA will work with CONTRACTOR to initiate a Work Order to CONTRACTOR noting the general scope for the modified Equipment or services requested. CONTRACTOR shall respond in writing within ten (10) days of receipt of a YCTA Work Order, or at another time as mutually agreed, providing a specific recommendation for the solution, and providing YCTA with a not-to-exceed cost for the Equipment or services proposed in the Work Order. CONTRACTOR's written response will include a breakdown of the number of staff hours, level of personnel needed to effect this change, and technical design information for the proposed solution. There shall be no charge for the preparation of this response.

15.2 CONTRACTOR Initiated. In the event that CONTRACTOR desires to modify or amend Exhibit B, CONTRACTOR may submit an unsolicited Work Order Request to YCTA for consideration. CONTRACTOR's submission of an unsolicited Work Order Request to YCTA does not modify or amend this Agreement or Exhibit B in any way, and creates no YCTA obligations whatsoever.

15.3 Approval. YCTA approval for any modification or amendment to Exhibit B will be indicated solely through YCTA's written approval of a specific Work Order.

15.4 Out of Scope. In the event CONTRACTOR believes that YCTA is requiring work outside the scope of the Agreement requirements, CONTRACTOR's sole remedy is to provide a written Work Order Request for YCTA's approval or disapproval. CONTRACTOR shall include within such Work Order Request a description of the work required that CONTRACTOR considers to be outside the scope of the Agreement requirements, the date CONTRACTOR would start the work, and the complete cost of such work, including the cost and time to complete such work. YCTA shall have fifteen (15) days from the date of receipt of the written Work Order Request, or such amount of time as is mutually agreed, to approve or disapprove the Work Order Request. During the pendency of the Work Order Request, CONTRACTOR shall continue working without stoppage on all contractual work, including the work that is the subject of a Work Order Request. For clarification, and not as a limitation, stopping work during the pendency of a CONTRACTOR Work Order Request shall be considered a material breach.

15.5 All Work Order Requests will be in writing and approved by both Parties and will be treated as an amendment to this Agreement pursuant to subsection 16.7 of this section.

16.0 Miscellaneous

16.1 Governing Law and Venue: All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Oregon. The Parties hereby submit and consent to the exclusive jurisdiction of the Yamhill County Circuit Court and irrevocably agree that all actions or proceedings relating to this Agreement will

be litigated in this court and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in this court.

16.2 Equitable Remedies: The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, (ii) intellectual property rights or (iii) other matters for which equitable rights may be granted, money damages may be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

16.3 Integration: This Agreement and the attached exhibits constitute the entire agreement between the Parties with respect to the subject matter described herein. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of this Agreement and any attached exhibit, the terms of this Agreement shall prevail.

16.4 Notices: Any notices or reports required by this Agreement to be given by one Party to the other Party shall be made in writing. The writing shall be delivered personally or mailed by United States Mail, postage prepaid, certified mail, return receipt requested. Notices shall be addressed to that Party at the address shown below or at such other address as that Party may designate in writing. Notice is deemed to have been given immediately if delivered in person, or on the third day following mailing.

Notice to Contractor: Safety Vision
Justin Lindbloom
6100 West Sam Houston Parkway
Houston, Texas 77041-5113

Notice to YCTA: Yamhill County Transit Area
Attn.: Transit Manager
434 NE Evans
McMinnville, OR 97128

16.5 Assignment: This Agreement shall be binding on the Parties hereto and its respective successors and assigns. Neither Party shall have the power to assign this Agreement without the prior written consent of the other.

16.6 Subcontractor: CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this Agreement, nor assign or transfer any of its interest in this Agreement, without the prior written consent of YCTA.

16.7 Waiver and Amendments: No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless executed in writing signed by the authorized representatives of the Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given once signed by both parties. A waiver of any part of this Agreement shall not be a waiver of the entire Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by the other party of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of either party to thereafter enforce each and every provision.

16.8 Severability: If any provision of this Agreement is unenforceable, that provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect in order to best accomplish the original intent of the parties.

16.9 CONTRACTOR Responsibility for Taxes: Property, sales, and use taxes shall not be included in invoices submitted to YCTA pursuant to this Agreement.

16.10 Delivery: If applicable, CONTRACTOR shall arrange for delivery of any CONTRACTOR supplied Equipment to the appropriate YCTA installation site(s) in accordance with Exhibit B. Shipment of the Equipment shall be F.O.B. destination, YCTA's receiving point at the installation site(s) with all transportation charges paid by CONTRACTOR.

16.11 Risk of Loss & Title: CONTRACTOR shall bear the risk of loss or damage to the Equipment while in transit to YCTA's premises and the installation site(s). YCTA shall bear all risk of loss or damage to the Equipment (except as to latent defects, fraud and CONTRACTOR's warranty obligations) after delivery to the installation site(s) and written acceptance by YCTA, unless such loss or damage is due to the negligence or willful acts of CONTRACTOR, its employees, agents, representatives or subcontractors. CONTRACTOR shall transfer title to the EQUIPMENT to YCTA upon YCTA's full payment for said Equipment.

16.12 Inspections: Equipment furnished and installed under this Agreement shall be subject to inspection and test by YCTA at times and places determined by YCTA. If YCTA finds Equipment furnished or installed to be incomplete or not in compliance with specifications, YCTA may reject the Equipment and require CONTRACTOR to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If CONTRACTOR is unable or refuses to cure any defects within a time deemed reasonable by YCTA, YCTA may reject the Equipment and cancel this Agreement in whole or in part. Nothing in this paragraph shall in any way affect or limit YCTA's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080

16.13 Independent Contractor Status: CONTRACTOR is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of this Agreement.

16.14 Project Team Replacement: YCTA reserves the right to reject or request removal of any employee of CONTRACTOR identified as a key resource for the implementation and installation of the Equipment provided under this Agreement. Any change or replacement of a key resource must have prior approval by YCTA and the key resource replacement must have substantially similar experience and knowledge of the Equipment as the individual being replaced, and such approval shall not be unreasonably withheld.

16.15 Integration and Merger: This written Agreement and the attached exhibits, all of which are incorporated herein by this reference, and any subsequent amendments executed in accordance with Section 16.7 and all exhibits constitute the entire Agreement between the parties and supersede any prior oral or written statements, discussions, or understanding between the parties.

16.16 Attachments: Attached to and made part of the Agreement are the following:

Exhibit A	YCTA's RFQ
Exhibit B	CONTRACTOR's Response to YCTA's RFQ
Exhibit C	Insurance Requirements

In the event of a conflict between this document and its exhibits, this document shall control over YCTA's RFO and YCTA's RFQ shall control over the other exhibits. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement,
- B. YCTA's RFQ (Exhibit A)
- C. CONTRACTOR's Response to YCTA's RFQ (Exhibit B)

16.17 Further Documentation: The Parties agree to promptly execute such other and further documents and agreements as may be reasonably necessary or advisable to effectuate the terms of this Agreement.

16.18 Survival: The terms of Sections 7 (Indemnification), 9 (Warranty), 11 (Ownership of Data), and 12 (Confidential Information) hereof shall survive the expiration or termination of this Agreement for a period of seven (7) years.

16.19 Civil Rights: CONTRACTOR agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states, in part, that no qualified person shall on the basis of disability, race, color, sex, religion, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

16.20 Incorporation of statutory provisions required for public contracts. CONTRACTOR shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods under this Agreement, including without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235, as set forth below and elsewhere herein, and all amendments of and regulations and administrative rule established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

16.21 Payments Required by ORS 279C.505 and 279B.220: For all goods and Equipment provided under this Agreement, Contractor shall (i) pay promptly as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the CONTRACTOR or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against YCTA, county, school district, municipality, municipal corporation or subdivision thereof; and (iv) pay to the Department of Revenue, all sums withheld from employees pursuant to ORS 316.167.

16.22 YCTA Payment of CONTRACTOR Claims: If CONTRACTOR fails, neglects or refuses to pay promptly as due, any claim for labor or services furnished to the CONTRACTOR or any subcontractor by any person in connection with the goods provided under this Agreement, YCTA may pay such claim and charge the amount of the payment against funds due or to become due the CONTRACTOR under this Agreement. The payment of a claim by YCTA pursuant to this section shall not relieve the CONTRACTOR or its surety, if any, from obligation with respect to any unpaid claims.

16.23 Hours of Labor: No person shall be employed by the CONTRACTOR for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of eight hours a day and for the work performed on Saturday and on any legal holiday specified in ORS 279B.020 and 279C.540

16.24 Safety and Health Requirements: Equipment and services provided under this Agreement shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers Compensation Division.

16.25 Award to Foreign Contractor: If CONTRACTOR is not domiciled in or registered to do business in the State of Oregon, CONTRACTOR shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement.

16.26 Recyclable Products: CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of this Agreement and shall specify the minimum percentage of recycled product in the goods and Equipment provided.

16.27 Attorney fees and costs. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action

16.28 Use of YCTA Facilities. CONTRACTOR and its employees or agents shall have the right to use YCTA facilities to perform under this Agreement and shall have no right of access to any facility of YCTA without the prior written approval of YCTA management. YCTA shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies and other personal property of CONTRACTOR or its employees, subcontractors or agents which may be stored on YCTA premises, except to the extent that such loss, theft, disappearance or damage is caused by the sole negligence of YCTA.

16.29 Incorporation. The introductory paragraph and recitals appearing at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

16.30. No Third Party Beneficiaries. YCTA and CONTRACTOR are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

16.31 Counterparts. This Agreement may be executed by facsimile and in counterparts which together form one legal instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

YCTA

BOARD OF DIRECTORS:

 10/12/19
Chair Date
 10/10/19
Director Date
 10/10/19
Director Date

CONTRACTOR

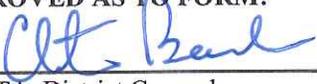
SAFETY VISION

Justin Lindbloom
Name:  10/4/19
Signature Date
76-0390640
Tax ID#

Recommended by:


Yamhill County Transit Manager Date

APPROVED AS TO FORM:

 10/11/19
YCTA, District Counsel Date

**EXHIBIT A
YCTA RFQ**

(Attached as separate document.)

YAMHILL COUNTY TRANSIT AREA BID FORM: CAMERA'S MOBILE SURVEILLANCE SYSTEM FOR FLEET

July 26, 2018

YCTA CONTACT INFORMATION

YCTA Contact	Cynthia Thompson	Phone	(503) 995-7965
Email	thompson@co.yamhill.or.us	Bid Due Date	August 17, 2018

SCOPE OF WORK

Yamhill County Transit is seeking a vendor who can assist in upgrading / replacing all video systems in the YCTA fleet.

Specifically, we are looking for a vendor that will actively work with YCTA staff to provide video surveillance systems cost for a variety of bus sizes and lengths. The goal is to have one system fit all units for continuity.

- Vendors are asked to provide individual pricing for each make/model of vehicle listed below. YCTA is working with a local and Federal grant to procure and install the video surveillance. The number of vehicles that will be will depend on the cost of each and the total amount of the grant.
- Vendors must list proposed materials specifications. We are asking for recommendations on the number of cameras for each bus but at a minimum – provide:
 - Driver Camera
 - Front to back
 - Back to Front
 - Out the front
 - Lift
 - Entry door
 - Rear View (out the back)
 - Exterior passenger side for buses (not vans)
 - GPS
- Video surveillance system to be warranted for 5 years. Bidders are to provide their warranty information with proposal
- Minimum 1TB Hard Drive with SD Card backup
- System to be fleet-wide, compatible for paratransit, fixed route, light and heavy rail vehicles in addition to being rugged and reliable, designed and manufactured for harsh environments.
- We are looking for a mobile surveillance solution for reliable, real-time route tracking to increase efficiency and total camera coverage inside and out to promote passenger safety.

- Must have comprehensive and easy-to-use software that delivers streamlined, fleet-wide management of mobile video surveillance systems to increase accessibility, reduce maintenance and operating costs, improve efficiency, and mitigate risk and liability.
- For buses currently in the fleet, vendor will be required to remove video Drive Cam Systems before new are installed. Please provide this price separate.
- If the vendor does not have in-house installers, please Identify subcontractors to be used and contact information.
- YCTA has endeavored to provide a floor plan drawings for each make/model. See below. However, not all vehicle floorplans are available to us. Vendors are highly encouraged to visit the YCTA bus lot and examine each make/model. The buses are located at the First Student lot at 1936 NE Lafayette Ave McMinnville, OR 97128 (xst 20th/ landmark Meggitt). Contact for arranging viewing is Mike Barr (503) 899-7960.
- Each vendor is required to provide an estimated turn-around time for build and installation.

SELECTION CRITERIA

Price will be the primary selection criteria. However, YCTA will consider the turn-around time from issuance of PO to completed installation, business references and work experience with Transit Agencies in the final selection.

Bid Requirements

YCTA is working on upgrading our fleet and new vehicles will be arriving over the summer. Your bid proposal should be good for 90 days.

Vehicle Identification for bid purposes	Qty of vehicles	Cost per vehicle	Recommended # of cameras
Vehicle #102 – Minivan	3		
Vehicle #2 – 2017 Arboc Spirit of Independence * 4 new buses delivered June 2018	4		
Vehicle #3 – 2018 Champion Low Floor * 2 new buses arriving this summer	2		
Vehicle #401 – 2018 EIDorado EZ Rider * 4 new coming this summer - (2) 2010 in fleet now	6		
Vehicle #592 – 1994 35' Gillig	1		

Vehicle # 9401 Gillig	1		
Vehicle #1307 – 2014 Champion Challenger	1		
Vehicle #8 – 2013 and 2014 Eldorado Aerotech	11		
Vehicle #203 – 2002 Ford Starcraft	1		
Vehicle # 601 – 2006 Champion CTE	2		
Vehicle # 1201 – 2009 International 3200 – EZ Tran	4		
Vehicle # 1560 – 1992 Orion	1		
Vehicle # 403 – 2006 International 3200 – Aerolite	1		
Vehicle #404– Chevy 5500 – Eldorado	1		
Vehicle #407 – 2002 Eldorado Escort	1		

In addition to the bid, we are asking each company to provide three business references.

Name of Reference	Phone	Type of work you provided for them.

By signing below, the undersigned verifies and certifies:

- The company can meet all the specifications and requirements including the federal clauses and the contract terms outlined in Attachment A.
- The owner(s) and company are not suspended or debarred from doing business with the federal government.
- The submitted bid is complete and that the company can carry out the work as detailed in the scope of work section above.

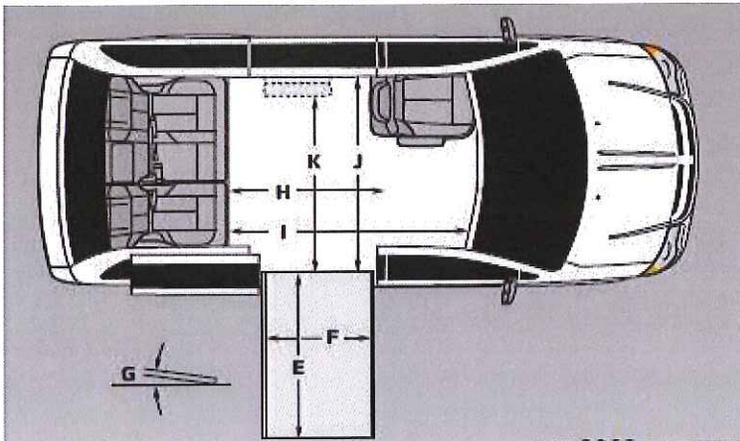
Company Name & Years in Business

Signature of Owner or Authorized Representative

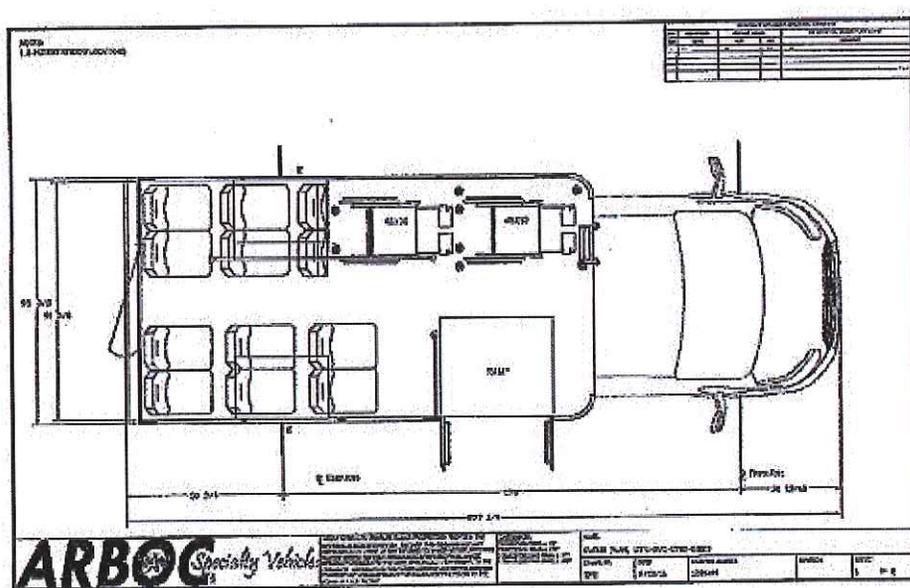
Date

ATTACHMENT A - VEHICLE ELEVATIONS AND PHOTOS FOR VEHICLE SIZE REFERENCE ONLY (VENDORS ARE ENCOURAGED TO VERIFY LAYOUTS)

#102 Minivan

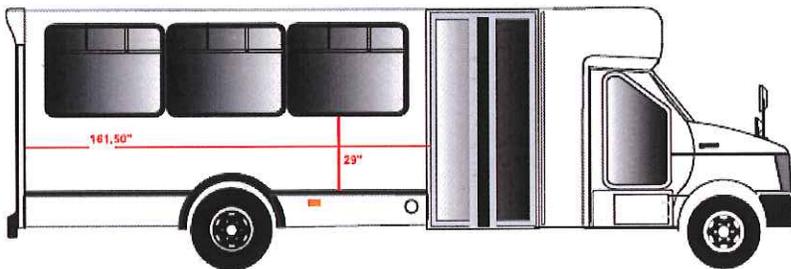
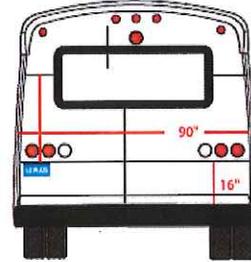
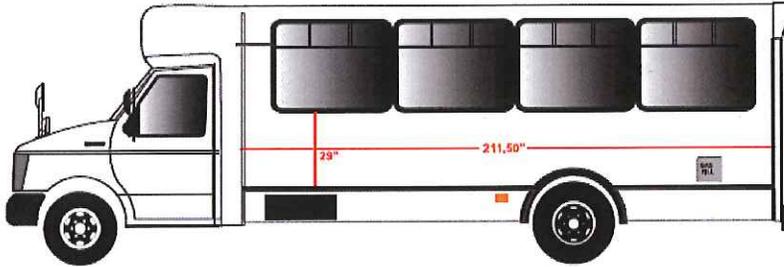


Vehicle #2 - Arboc Spirit of Independence



#3 – Champion Low Floor

Paint Scheme form
Unit#



Paint & Vinyl Colors & Numbers

- 1.)#
Series
- 2.)#
Series
- 3.)#
Series

Created by: Robin Miller
(Graphics Dept.)

Customer Signature

Low Floor 195" WB
Overall length 311.50"

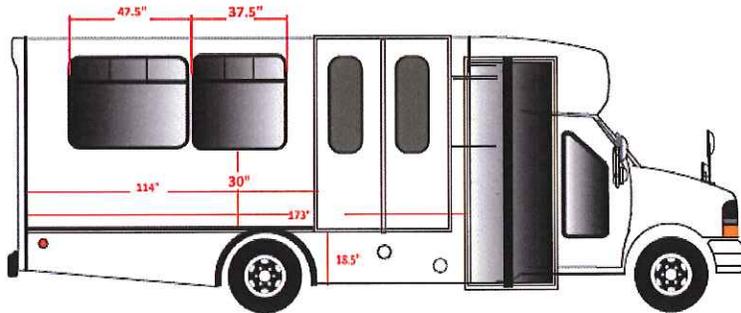
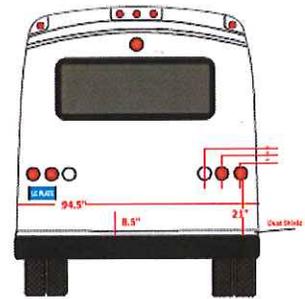
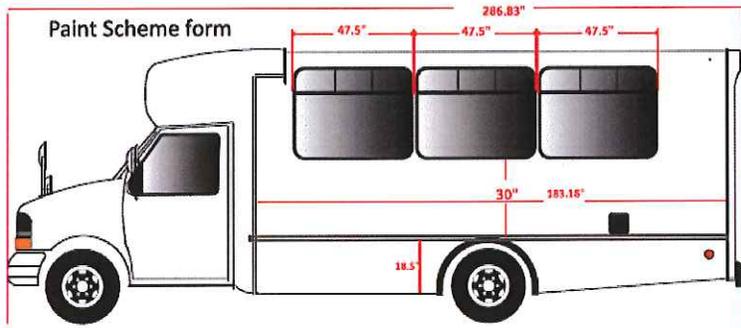
592 – Gillig



#9401 Gillig



#1307 – Champion Challenger

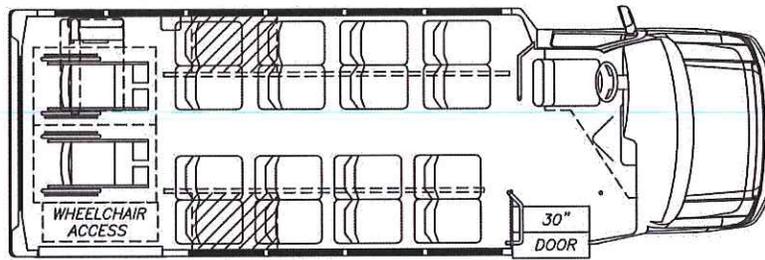


Created by: Robin Miller
(Graphics Dept.)

Customer Signature
Chevy Challenger 23' 159 WB
286.83" Over all length



#8 - ElDorado Aerotech



24' Model
16 Passengers, 2 Wheelchairs, Rear Lift

#601 Champion CTE



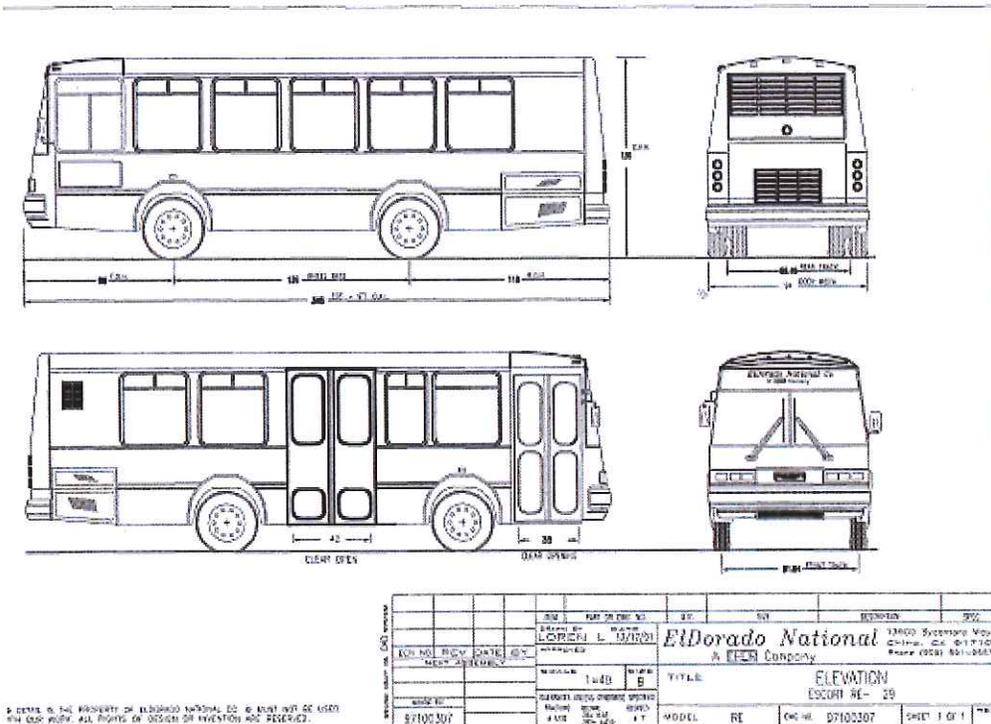
#1202 Intl 3200 - EZ Tranz



#403 – Eldorado Aerolite



Vehicle # 407 – Eldorado Escort



**EXHIBIT B
CONTRACTOR RESPONSE TO RFQ**

(Attached as separate document.)



6100 W. Sam Houston Pkwy. N.
Houston, TX 77041-5113
www.safetyvision.com
Toll Free: 800.880.8855
Main: 713.896.6600
Fax: 713.896.6640

August 22, 2018

Cynthia Thompson
Yamhill County Transit Area
thompson@co.yamhill.or.us
cc: kimberly@knowledgeinmobility.com

Re: RFQ - Bus Mobile Surveillance Equipment

Safety Vision LLC appreciates your consideration of the attached response to the RFQ for Bus Mobile Surveillance Equipment for the Yamhill County Transit Area (YCTA), and welcomes this opportunity to serve the YCTA. If selected, Safety Vision agrees to be bound by this proposal without modifications, unless mutually agreed to upon further negotiations between the YCTA and Safety Vision.

As one of the largest Mobile Video Solutions Providers in North America, Safety Vision offers several unique incentive features to maximize and accelerate your level of service:

- Having a reputation based on customer satisfaction and product reliability, Safety Vision provides its customers with the most innovative and technologically advanced products in the industry.
- Guaranteeing an OEM-quality installation, Safety Vision employs factory-trained installers with global field experience.
- Offering customers the best value possible, Safety Vision markets products at a low cost and provides systems designed to increase efficiency and improve the customer's bottom line profitability, safety, and security.

Safety Vision is the right team to support your current needs, and committed to growing with your needs of tomorrow. We have a proven track record of supporting many clients over long periods of time. We are confident that after the due diligence is finished and the proposals are evaluated, Safety Vision will stand alone as the provider to deliver the technology and convenience the YCTA needs at the good value that the public demands.

On behalf of the entire Safety Vision team, thank you for your interest in Safety Vision and for giving us the opportunity to proudly showcase our solution. Meanwhile, I remain confident that you'll find we are uniquely qualified to fulfill this request. Should you have any questions concerning this proposal or need any assistance at anytime afterwards, please feel free to contact me directly.

Sincerely,

Justin Lindbloom
Account Executive
713-929-1054(Direct)
jlindbloom@safetyvision.com



Request for Quote

Bus Mobile Surveillance Equipment

Due Date: August 24, 2018 (5:00 p.m.)

Yamhill County Transit Area

Prepared by:

Safety Vision, LLC
6100 W. Sam Houston Parkway North
Houston, TX 77041
1-800-880-8855



Justin Lindbloom, Account Executive

Direct: 713-929-1054

jlindbloom@safetyvision.com



COMPANY OVERVIEW

Safety Vision, LLC is among the most recognized vendors of mobile video surveillance products in North America. A pioneer in the mobile surveillance industry, Safety Vision was founded over 25 years ago in 1993 with the goal of enhancing vehicular safety through the deployment of comprehensive video surveillance solutions.

Safety Vision designs and supplies products that help improve visibility to protect assets, reduce liability, maximize operational efficiency and, most importantly, enhance safety. Apart from Safety Vision's core products – rugged hardware and intuitive software – the company has made it a point to respond to its customers' needs. In accordance with the demands of the marketplace, Safety Vision continues to incorporate innovative features such as wireless downloading, real-time remote viewing, GPS mapping, uninterrupted power supplies, and hybrid recording technology to further enhance its safety package. In addition, many customers look to us for customized solutions that integrate these and other mobile systems and technology.

Safety Vision caters to five key-industries – mass transit, pupil transportation, law enforcement, first response, and the work and transportation truck industry. Customers range from the public to the private sectors and the purposes of products range from increasing public safety to decreasing private liability. Safety Vision is approaching a billion dollars, since its inception, in sales of mobile surveillance products. Those products have been used by agencies, companies, and organizations to provide elements of mobile safety, which in turn save them time, resources, and money.

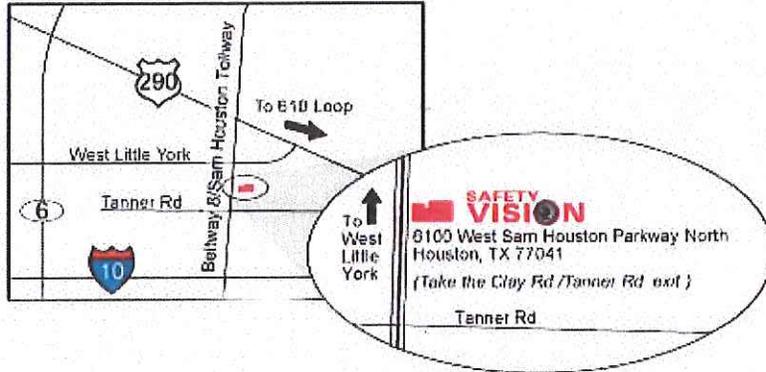
Safety Vision is headquartered in Houston, Texas where its wholly-owned 40,000 sq. foot building resides. The sales, marketing, client support, and administrative teams maintain close customer contact upstairs while the product development, service, and warehouse teams maintain operations downstairs. An on-site, four-tier 35,000 sq. foot warehouse stores over ten million dollars of inventory.

Safety Vision has 100+ employees. **Justin Lindbloom, the Account Executive for YCTA, is located on Roseburg, Oregon.** Satellite employees are also strategically positioned in California, Colorado, Florida, Indiana, Missouri, New York, and North Carolina to better serve our North American customers. As well, installation technicians are located throughout the United States as Safety Vision provides nationwide installation and service.

Safety Vision's expertise and knowledge are grounded in its long history which has provided a thorough understanding of the mobile applications of video technology. Safety Vision prides itself on its forward-thinking ideology, comprehensive solutions, extensive client list, and proven results. We provide what we sell.

Safety Vision Headquarters Location

Our corporate office is located in Northwest Houston between Tanner Road and West Little York on the West Sam Houston Parkway North. [Directions to our corporate headquarters.](#)



Corporate Headquarters

6100 West Sam Houston Pkwy. N.
Houston, TX 77041
Dir: 713.896.6600
Toll Free: 800.880.8855
Fax: 713.896.6640
www.safetyvision.com

Our Mission:

To deliver superior and innovative mobile surveillance solutions that vehicle fleets depend on, provide lasting value that benefits the customer, and instill pride in the Visionaries that service them.

Our Vision:

To become the premier vendor in the mobile surveillance industry, by bringing technological innovation, value, and safety to vehicle fleets world-wide.

QUALIFICATIONS & EXPERIENCE

Safety Vision has long been a driving force in the mobile video market. For over 25 years, we have provided fleet operators in diverse industries with a full suite of onboard surveillance and collision avoidance camera systems.

We supply the public and private sectors with security video surveillance technology to enhance safety, reduce risk, improve productivity, and maximize profit. Our expertise is grounded in our long history and our thorough understanding of video technology applications across the mobile landscape:

- The public safety, passenger transport, and first responder communities rely on our mobile digital recording technologies for evidentiary video and audio data in the event of an accident or a claim.
- Fleet customers across many commercial transportation and heavy equipment industries use our collision avoidance camera systems to improve safety by enhancing driver visibility.
- Many customers look to us for customized solutions that integrate these and other mobile systems and technologies.
- Reduce criminal or other threatening behavior, vandalism and theft
- Reduce liability-type complaints and other similar risk management issues
- Grow in it technological capabilities over time to meet new needs
- Deliver detailed training, as-built documentation, user guides, technical and warranty support for the duration of the project
- Provide a sense of security for both passengers and drivers

We bring protection and safety with mobile camera solutions. Our solutions may reduce the following: moving and backing accidents, prevent fraudulent claims and frivolous lawsuits, discourage vandalism and other crimes, and counter threats to public security. Whatever the business application, wherever the mobile environment, we are here to supply you with the mobile surveillance solutions and tools you need to safeguard people, protect investments, and improve operations.

With many years of experience, Safety Vision has worked closely with the following Original Equipment Manufacturers (OEMs) to achieve world class operations with timely deliveries:

- Siemens Rail Car
- New Flyer Industries Bus
- Caf Rail Car
- Nova Bus
- Gillig Bus
- Alexander Dennis Bus
- NABI Bus
- Eldorado Bus
- Champion Bus
- Forest River Bus

Safety Vision has had a great deal of success in outfitting and supporting both small and large transit authorities throughout the country. We have included a number of references which briefly describes a few of the over 100 transit properties where we have implemented mobile video surveillance systems.



With over a million systems installed, Safety Vision, by a wide margin, is the industry leader in the mobile video recording marketplace. We are dedicated to the transit industry, and have attained considerable field experience over the past 25 years that we have been in business.

Through collaboration with a vast customer base, the implementation of innovative designs to improve the product offering, allows Safety Vision to continue to be the leader in technology design, providing systems that perform as intended. Safety Vision looks forward to being the supplier of choice for Yamhill County Transit Area (YCTA).

**Totals Page Yamhill County Transit Area - Mobile
Surveillance Request for Quotation**

Minivans (QTY3):

Safety Vision recommends three interior cameras per vehicle package with the following equipment included:

Minivans Material List:

Minivans 3 Cameras per bus (Qty 3 Minivans) - 4112-HVR, Three Interior Cameras per bus, 1TB Hard Drive, SD Card (back up drive), Panic Button, GPS, UPS, Power Harness, Trigger Harness, Camera Cables, all Mounting Hardware, Foresight Viewing Software, Ground Shipping and 5 year Warranty.

****Please note Safety Vision bid includes Analog High Definition Cameras giving YCTA up to 1080p images.****

Minivan Equipment Total = \$1,282.60 per Minivan x 3 Minivans in fleet = **\$3,847.80**

Camera positions recommended per Minivan per site inspection by Justin Lindbloom:

1. Forward Facing Camera off Dash or Headliner looking out the front windshield.
2. Front of the Minivan to the back of the van.
3. Out the back of the MiniVan.
4. 4112-HVR to be mounted in the rear of the vehicle or under driver's seat if there is room.

Installation Totals Minivans: ****Turn Key Installation****

\$400 per bus x 3 = **\$1,200.00**

\$25 per Minivan (DriveCam Removal) x 3 = **\$75**

Buses (Qty 33) & Arboc Buses (Qty 4):

Per bid specification bullet point #2 Safety Vision bids a total of 8 cameras on the buses and 7 Cameras on all 4 Arboc buses. On the Arboc buses we will only need one camera to cover the lift and entry door. Please see section from bid below:

- Vendors must list proposed materials specifications. We are asking for recommendations on the number of cameras for each bus but at a minimum – provide:
 - Driver Camera
 - Front to back
 - Back to Front
 - Out the front
 - Lift
 - Entry door
 - Rear View (out the back)
 - Exterior passenger side for buses (not vans)
 - GPS

Buses Material List:

Buses 8 Cams per bus (qty 33 buses) 4112-HVR, Six Interior Cameras per bus, Two Exterior Cameras per bus, 1TB Hard Drive, SD Card (back up drive), Panic Button, GPS, UPS, Power Harness, Trigger Harness, Camera Cables, all Mounting Hardware, Foresight Viewing Software, Ground Shipping and 5 year Warranty.

Arboc Buses 7 Cams per bus (qty 4 Arboc buses), Five Interior Cameras per bus, Two Exterior Cameras per bus, 1TB Hard Drive, SD Card (back up drive), Panic Button, GPS, UPS, Power Harness, Trigger Harness, Camera Cables, all Mounting Hardware, Foresight Viewing Software, Ground Shipping and 5 year Warranty.

****Please note Safety Vision bids Analog High Definition Cameras giving YCTA up to 1080p images.****

Equipment Total Buses = \$1,708.65 per bus x 33 buses in fleet = **\$56,385.45**

Equipment Total Arboc Buses = \$1,628.20 per bus x 4 Arboc buses in fleet = **\$6,512.80**

Installation Totals Buses: ****Turn Key Installation****

\$550 per Bus x 33 = **\$18,150.00**

\$500 per Arboc Bus x 4 = **\$2,000.00**

\$25 per DriveCam Removal per Bus x 37 = **\$925.00**

****Please see all equipment specifications included in bid response****

Estimated Turn Around Time on Shipping Equipment and Installation from Notice to Proceed:

If selected for the project Safety Vision will be able to ship product within 4 weeks of "Notice To Proceed"(NTP) and if selected to do the installation, will be able to start installation in 4 to 5 weeks from NTP. We predict being able to finish four buses per day (contingent upon vehicle availability) and be complete with the project in 10 to 12 days from the start of installation. Safety Vision will need access to 4 buses per day for 12-14 hours a day and is also willing to work Saturdays/Night Shifts to mitigate downtime to Client Vehicle Operations. Installation times can be arranged with Safety Vision prior to installation according to the best bus availability.

Grand Totals:

Equipment Total Minivans, Buses & Arboc Buses:

All Equipment for the project = **\$66,673.30** **Includes 5 year Warranty on all Equipment**

Installation Total Minivans, Buses & Arboc Buses & Drive Cam Removal:

Complete Installation for all buses and Minivans = **\$21,350.00** **Turn Key Installation**

Complete DriveCam Removal from all buses = **\$1000.00**

Optional Equipment

AHD-2.8MIR-WT - (Analog High Definition Interior Camera) - \$72.50 ea

SV-EXT4-1080C - (Analog High Definition Exterior Camera) - \$86.90 ea

SVS-5MMF - (5 Meter Camera Cable) - \$8.95 ea

4112-1TB-HDD - (1TB Removable Hard Drive) - \$167 ea

41-ANT - (Wireless Antenna) - \$65 ea (Wireless Antenna not included on bid)

GPS Mapping Live - Safety Vision does have this option available - There are two ways to do it with a Cradlepoint device and our Foresight Software or through the OBD port on each vehicle. Each has a monthly fee involved per bus. The OBD Port option is the most affordable and the ball park numbers for the base package would be:



Equipment cost per bus, onetime fee from \$110 per bus to \$150 per bus depending on make and model of the bus.

Monthly recurring data plan fees would run from \$10 per month (Base Package) to \$25 per month (ProPlus Package). Please contact Justin Lindbloom for firm pricing on optional GPS Live Mapping.

References

1. Jim Kirkland (Director of IT) - Salem Area Mass Transit - (503) 361-7587 - Jim.Kirkland@Cherriots.org - Salem Transit uses our equipment on all of their Route buses. We are in the middle of delivering our Safety Vision systems on 12 of their new buses from Gillig.
2. Ken Riley (Fleet Manager) - Island Transit - (360) 678-9570 - riley@islandtransit.org - Island Transit uses our Safety Vision equipment on their cutaway buses and will be also getting new buses from Creative Bus Sales and Gillig with our systems installed.
3. Lamount Worthy - (Video Security Administrator) - Utah Transit Authority - (801) 287-2447 - lworthy@rideuta.com - Utah Transit uses our camera systems on all their Light Rail Vehicles, Heavy Rail Vehicles and also our monitors and viewing systems on their Route buses.

Thank you,

Justin Lindbloom
Account Executive



[About Safety Vision](#) | [Technical Support](#) | [Customer Support](#)

6100 West Sam Houston Parkway North | Houston, Texas 77041-5113

713.929.1054 **DIRECT** | 713.896.6600 **MAIN** | 713.896.6640 **FAX**



- Must have comprehensive and easy-to-use software that delivers streamlined, fleet-wide management of mobile video surveillance systems to increase accessibility, reduce maintenance and operating costs, improve efficiency, and mitigate risk and liability.
- For buses currently in the fleet, vendor will be required to remove video Drive Cam Systems before new are installed. Please provide this price separate.
- If the vendor does not have in-house installers, please Identify subcontractors to be used and contact information.
- YCTA has endeavored to provide a floor plan drawings for each make/model. See below. However, not all vehicle floorplans are available to us. Vendors are highly encouraged to visit the YCTA bus lot and examine each make/model. The buses are located at the First Student lot at 1936 NE Lafayette Ave McMinnville, OR 97128 (xst 20th/ landmark Meggitt). Contact for arranging viewing is Mike Barr (503) 899-7960.
- Each vendor is required to provide an estimated turn-around time for build and installation.

SELECTION CRITERIA

Price will be the primary selection criteria. However, YCTA will consider the turn-around time from issuance of PO to completed installation, business references and work experience with Transit Agencies in the final selection.

Bid Requirements

YCTA is working on upgrading our fleet and new vehicles will be arriving over the summer. Your bid proposal should be good for 90 days.

Vehicle Identification for bid purposes	Qty of vehicles	Cost per vehicle	Recommended # of cameras
Vehicle #102 – Minivan	3	Equipment - \$1282.60 Installation - \$400.00	3
Vehicle #2 – 2017 Arboc Spirit of Independence * 4 new buses delivered June 2018	4	Equipment - \$1628.20 Installation - \$500.00	7
Vehicle #3 – 2018 Champion Low Floor * 2 new buses arriving this summer	2	Equipment - \$1708.65 Installation - \$550.00	8
Vehicle #401 – 2018 EIDorado EZ Rider * 4 new coming this summer - (2) 2010 in fleet now	6	Equipment - \$1708.65 Installation - \$550.00	8
Vehicle #592 – 1994 35' Gillig	1	Equipment - \$1708.65 Installation - \$550.00	8

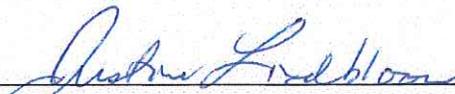
Vehicle # 9401 Gillig	1	Equipment - \$1708.65 Installation - \$550.00	8
Vehicle #1307 – 2014 Champion Challenger	1	Equipment - \$1708.65 Installation - \$550.00	8
Vehicle #8 – 2013 and 2014 Eldorado Aerotech	11	Equipment - \$1708.65 Installation - \$550.00	8
Vehicle #203 – 2002 Ford Starcraft	1	Equipment - \$1708.65 Installation - \$550.00	8
Vehicle # 601 – 2006 Champion CTE	2	Equipment - \$1708.65 Installation - \$550.00	8
Vehicle # 1201 – 2009 International 3200 – EZ Tran	4	Equipment - \$1708.65 Installation - \$550.00	8
Vehicle # 1560 – 1992 Orion	1	Equipment - \$1708.65 Installation - \$550.00	8
Vehicle # 403 – 2006 International 3200 – Aerolite	1	Equipment - \$1708.65 Installation - \$550.00	8
Vehicle #404– Chevy 5500 – Eldorado	1	Equipment - \$1708.65 Installation - \$550.00	8
Vehicle #407 – 2002 Eldorado Escort	1	Equipment - \$1708.65 Installation - \$550.00	8

In addition to the bid, we are asking each company to provide three business references.

Name of Reference	Phone	Type of work you provided for them.
Salem Mass Transit Jim Kirkland (Director of IT)	(503) 361-7587	Salem Transit uses our equipment on all of their Route buses. We are in the middle of delivering our Safety Vision systems on 12 of their new buses from Gillig.
Island Transit Ken Riley (Fleet Manager)	(360) 678-9570	Island Transit uses our Safety Vision equipment on their cutaway buses and will be also getting new buses from Creative Bus Sales and Gillig with our systems installed.
Utah Transit Authority Lamont Worthy (Video Security Administrator)	(801) 287-2447	Utah Transit uses our camera systems on all their Light Rail Vehicles, Heavy Rail Vehicles and also our monitors and viewing systems on their Route buses.

By signing below, the undersigned verifies and certifies:

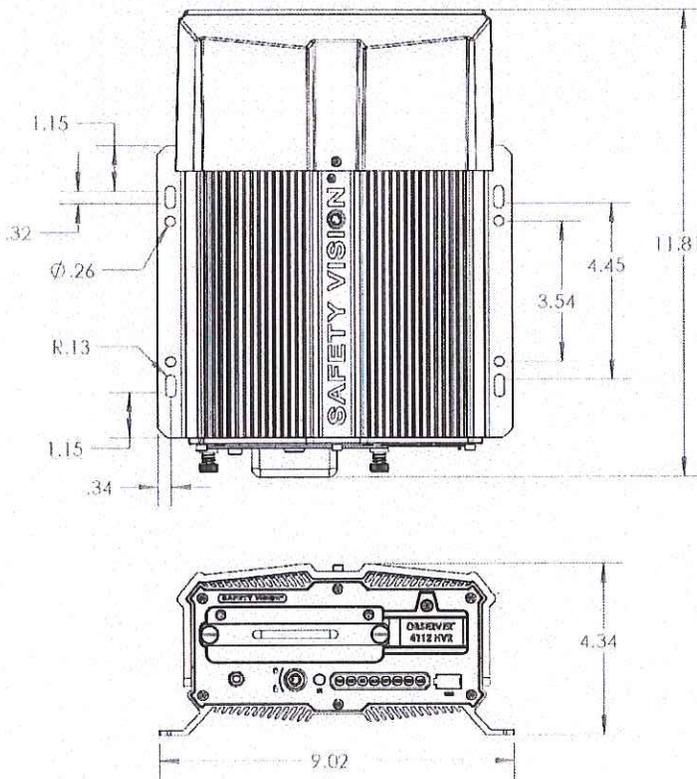
- The company can meet all the specifications and requirements including the federal clauses and the contract terms outlined in Attachment A.
- The owner(s) and company are not suspended or debarred from doing business with the federal government.
- The submitted bid is complete and that the company can carry out the work as detailed in the scope of work section above.

Safety Vision LLC, 25 years in business		August 22, 2018
Company Name & Years In Business	Signature of Owner or Authorized Representative	Date

OBSERVER™ 4112 HVR HYBRID VIDEO RECORDER WITH AHD TECHNOLOGY



The Observer™ 4112 Hybrid Video Recorder (HVR) now incorporates analog high definition (AHD) technology in addition to network IP cameras, providing the maximum flexibility and sharpest images. This innovative combination allows the Observer 4112 HVR to replace legacy DVR systems as well as implement the latest innovations when you're ready to upgrade your fleet. Hybrid recording technology paired with a compact, rugged enclosure allows the Observer 4112 HVR to be installed in a variety of mobile environments and used for a variety of different applications.



Analog High Definition

HD over analog (AHD) allows modernization of an existing system without extra charge. Connect up to eight previously installed analog cameras to the Observer 4112 HVR, as well as implement the latest AHD technology when you're ready to upgrade your fleet. AHD cameras provide sharp, up to 1080p high definition images over traditional analog cables for the ultimate in installation convenience and maintenance.

Ample and Secure Storage

A single hard disk drive (HDD) or solid state drive (SSD) can store up to 2 terabytes (TB) and 1 TB of data, respectively, in a secure format while a removable SD card provides a mirror/alarm recording feature to ensure valuable video isn't lost. Proprietary data-filing systems and robust anti-vibration technology ensure reliable recordings in any environment.

Foresight PRO

The Observer series of recorders are complimented by the feature-rich Foresight PRO backend management software. Foresight PRO renders extensive customizable reports on all aspects of your fleet, while historical GPS mapping and Live Look-in remote viewing features let you keep an eye on driver activity, past and present.

Please discuss our installation, training, extended warranty, and onsite service options with your mobile video solutions specialist!

OBSERVER™ 4112 HVR

HYBRID VIDEO RECORDER WITH AHD TECHNOLOGY

SPECIFICATIONS	
Part No. 4112-HVR	
OS Support	Linux 3.0.8
Cameras Supported	Up to 8 analog and/or AHD + 4 IP (requires PoE switch)
Video Outputs	2 channels
Frame Rate	NTSC: 8 × 1080p at 10 FPS (AHD) + 4 × 1080P at 30 FPS (IP) or 8 × 720p at 30 FPS (AHD) + 4 × 1080P at 30 FPS (IP) or 8 × D1 at 30 FPS (AHD) + 4 × 1080P at 30 FPS (IP) PAL: 8 × 1080p at 10 FPS (AHD) + 4 × 1080p at 30 FPS (IP) or 8 × 720p at 25 FPS (AHD) + 4 × 1080p at 30 FPS (IP) or 8 × D1 at 25 FPS (AHD) + 4 × 1080P at 30 FPS (IP)
Image Quality	8 levels
Storage	1 × SATA II 2 TB HDD or 1 TB SSD
Recording Modes	Manual/schedule/alarm (sensor trigger, speed, acceleration, video loss, temperature)
Mirror Recording	1 × SD card (256 GB max)
Pre-Event Recording	Configurable up to 60 minutes
Post-Event Recording	Configurable up to 30 minutes
Ethernet	RJ45 × 1 (10/100 M/1000M)
Wi-Fi (Antenna Required)	Embedded module (802.11b/g/n)
GPS (built-in)	Fleet tracking, speed detection, and sync time
Accelerometer	3 dimensions: X, Y, and Z axis
Interfaces	Front: 1 × USB 2.0 Rear: 1 × USB 2.0, 2 × RS232, 2 × RS485
Sensors	8 inputs, 2 outputs
Power Input	8 ~ 36V DC, ACC
Operating Temperature	-40° F ~ 158° F (-40° C ~ 70° C)
Dimensions (w × h × d)	9.02 in × 4.3 in × 11.9 in (229.0mm × 108.3mm × 302.7mm)
Certifications	CE, FCC, ISO7637, MIL-STD-810F, ROHS, IEC61373, EN50-155, EN60068-230

FRAMES PER SECOND (FPS)		
Camera Type	Channels	FPS
AHD-1080P	8	10
IP-1080P	4	30
AHD-720P	8	30
IP-1080P	4	30
AHD-1080P	4	10
IP-1080P	8	20
AHD-1080P	2	30
IP-1080P	8	20
AHD-720P	4	30
IP-1080P	8	20

41AHD SERIES DOME CAMERAS HIGH RESOLUTION FLEET CAMERA



**Interior Version
(with IRs)**



**Windshield Version
(without IRs)**

The 41AHD series advanced Analog/High Definition dome cameras provide high quality images in 1080p resolution using traditional analog cables. Available in two different focal lengths, with or without IRs, each provides sharp and clear video and audio coverage in any application. With advanced features, such as automatic color temperature correction and intelligent light balance compensation, the 41AHD Series is the perfect compliment to the Observer™ 4112 HVR video recorder.

SPECIFICATIONS

Part No. AHD-xxMIR and AHD-xxM

Image Sensor	1/3" 1.3M pixel CMOS
Resolution	1080p
Minimum Illumination	0 lux with IR on
Signal-to-Noise Ratio	≥50dB (AGC OFF)
Focal Length	2.8; 3.6 mm (optional)
Field of View	H: 95° (2.8mm), 74° (3.6mm) V: 50° (2.8mm), 41° (3.6mm)
Power Requirement	12V DC ± 10%
Power Consumption	With IR: 120mA DC 12V ± 5% Without IR: 70mA DC 12V ± 5%
White Balance	Auto
Auto Gain	Auto
Back Light Compensation	Auto
Adjustable Range	0-355° (H), 0-90° (V)
Electronic Shutter	Auto
Audio	Yes
Video Output	AHD standard output, 4-pin aviation cable
IR	Yes: 6 LEDs (interior version) No (windshield version)
Operating Temperature	-4° F ~ 131° F (-20° C ~ 55° C)
Dimensions (w × h)	2.72 in × 2.19 in (69.09 mm × 55.63 mm)

HD Images, Analog Price

The 41AHD series cameras install using traditional analog cables, eliminating the need to re-wire vehicles to upgrade to the latest technology. Using the power of the Observer 4112 HVR, eight 1080p AHD cameras can cover every angle in high definition.

Advanced Technology

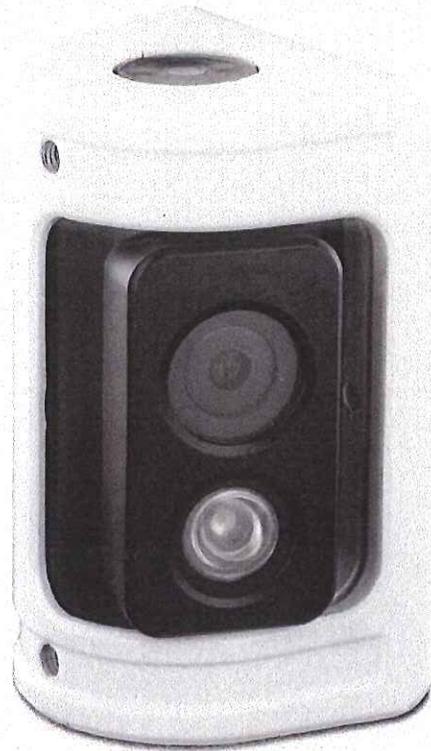
41AHD series cameras equipped with IRs capture images in the darkest conditions. The new audio band-pass filter reduces vibration and engine noise, capturing more critical audio.

Features

- Digital noise reduction for clear audio recording
- Mobile-rated interior housing available in black or white
- Can be left or right side mounted

Please discuss our installation, training, extended warranty, and onsite service options with your mobile video solutions specialist!

EXT-1080 EXTERIOR AHD CAMERA



The EXT-1080 camera housing is made of metal and built to survive in rugged and vandal susceptible environments. Vibration and thermal tested, this powerful camera is an excellent choice for any mobile environment. Utilizing the Sony® CMOS imaging sensor, it provides outstanding image quality in both day and night lighting conditions.

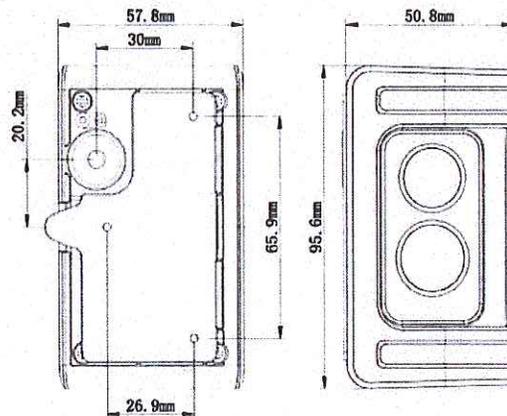
SPECIFICATIONS

Part No. SV-EXTx-1080x

Image Sensor	1/2.8" Sony 2.13M pixels CMOS
Resolution	1920 × 1080
Minimum Illumination	0 lux (IRs on)
Signal-to-Noise Ratio	≥50dB
Sync System	Inter-sync
Scanning System	Progressive scanning
Focal Length	2.8mm, 3.6mm, 6mm (8mm optional)
Electronic Shutter	Auto
White Balance	Auto
Gamma Correction	0.55
IR Distance	10 ~ 15m
IP Rating	IP67
Power Requirement	DC12V ± 10%
Power Consumption	230mA/DC12V (IRs on)
Working Temperature	-4° F ~ 131° F (-20° C ~ 55° C)
Dimensions (w × h × d)	2.28 × 3.76 × 2.0in (57.8 × 95.6 × 50.8mm)

Features

- 1/2.8" Sony 2.13M pixels CMOS
- Resolution: 1080p
- IR distance: 10 ~ 15m



Please discuss our installation, training, extended warranty, and onsite service options with your mobile video solutions specialist!

660H COLLISION AVOIDANCE CAMERA

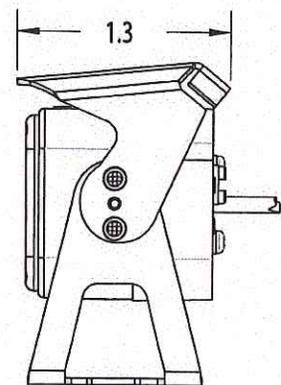
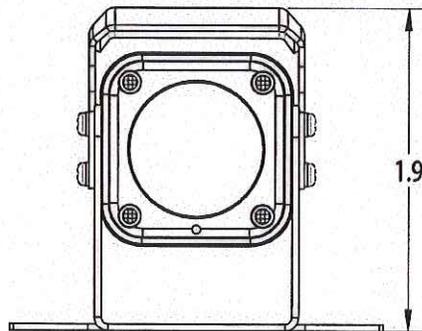
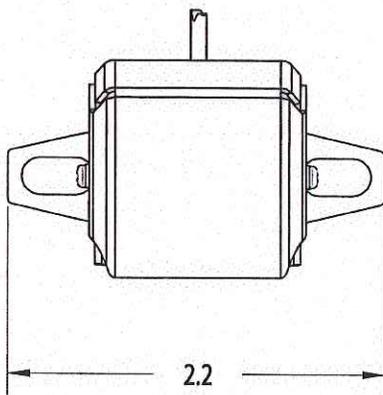
The 660H camera utilizes an incredibly small housing that allows it to be mounted anywhere on the exterior or interior of a vehicle. An IP69K protection rating ensures the 660H can stand up to the harshest environments and the strongest vibrations. The advanced CMOS image sensor captures an extra-wide field of view and a built-in microphone captures audio.



SPECIFICATIONS

Part No. SV-660H-KIT

Image Sensor	1/4 inch color CMOS
Signal Format	NTSC
Resolution	648(h) × 488(v)
Horizontal TV Lines	330 TV Lines
Field of View	140°
Mirror Image	Yes
Infrared Illuminators	5
Minimum Illumination	2 Lux
Audio	Yes; integrated microphone
Vibration	10G
IP Rating	IP69K
Power Requirement	12V DC
Operating Temperature	-40°F ~ 185°F (-40°C ~ 85°C)
Storage Temperature	-40°F ~ 185°F (-40°C ~ 85°C)
Dimensions (w × h × d)	2.2 in × 1.9 in × 1.3 in (55.9 mm × 48.3 mm × 33 mm)



Shown at actual size

Please discuss our installation, training, extended warranty, spare-in-the-air, and onsite service options with your mobile video solutions specialist!

www.safetyvision.com

800.880.8855

6100 W. Sam Houston Pkwy. N.
Houston, TX 77041

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**SAFETY
VISION®**

FORESIGHT PRO

ADVANCED DIGITAL VIDEO MANAGEMENT SYSTEM

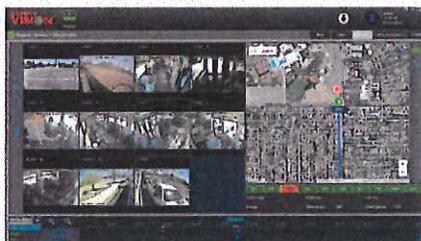


Foresight PRO is a powerful video management system that perfectly compliments our Observer™ series recorders and combines an array of innovative and convenient features to provide a total all-in-one back-end solution for any agency.



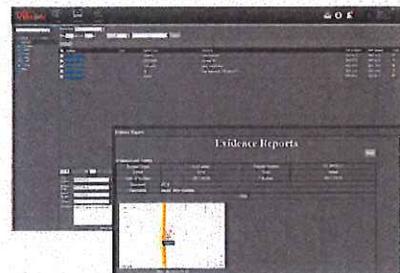
Comprehensive Live View

Using optional cellular modems, any connected vehicle can be instantly located and live video from any camera can be viewed. View and manage events, change DVR configurations, and even format hard drives remotely.



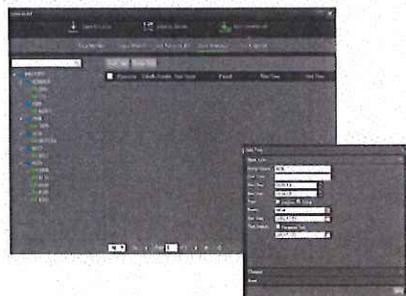
Advanced Playback

View every camera angle at once and zoom in on important details. See speed, accelerometer, and other metadata graphically displayed for easy analysis. Export specific video clips effortlessly in a variety of formats.



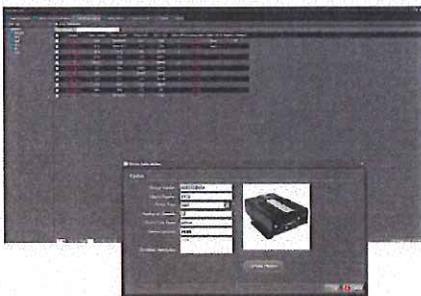
Organized Evidence Feature

After reviewing critical video clips, they can be labeled with keywords and descriptions. The new Evidence feature then makes it easy to organize, review, recall and generate reports on these events.



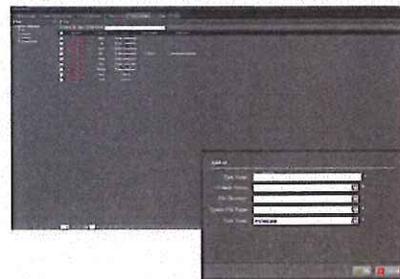
Automatic Downloading

Foresight PRO adapts to any department's policies and procedures and can be configured to automatically download specific types of video when the vehicle connects to the network. View, edit, and manage tasks and monitor all downloading activity in the Download window.



Extensive System Management

Both vehicles and personnel can be arranged into hierarchical groups that mirror your agency's organization. Each user is assigned a role that grants access to required functions and restricts access to sensitive ones, allowing complex security protocols to be implemented.



Fleet-wide DVR Updates

Foresight PRO includes the powerful ability to push firmware updates to recorders automatically through the wireless network, eliminating the arduous task of physically accessing each one when new features are released. Manage which vehicles receive the update and the specific time the process starts.

EXHIBIT C

INSURANCE REQUIREMENTS

YCTA

During the entire term of this Agreement (and for 5 years following expiration of this Agreement for Professional Liability Insurance), Contractor shall maintain in force, at its own expense, each insurance checked below. In the event of conflict in language regarding Insurance Requirements between this Exhibit H and the Agreement document, this Exhibit H shall take precedence.

TYPE OF INSURANCE	EXPLANATION OF REQUIREMENTS
<p>WORKERS' COMPENSATION, in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their workers.</p> <p><input checked="" type="checkbox"/> Required <input type="checkbox"/> Not required <i>(Contractor has one Or more employees) (Contractor has no Employees Must Provide written statement as such)</i></p>	<p>This coverage is necessary because YCTA is self-insured for Workers' Compensation and any claim would affect YCTA directly. Proof of this insurance must be provided before work begins. Coverage is required only if the Contractor has one or more employees.</p>
<p>PROFESSIONAL LIABILITY INSURANCE WITH A COMBINED SINGLE LIMIT, OR THE EQUIVALENT, OF NOT LESS THAN \$3,000,000 FOR EACH CLAIM, INCIDENT, OR OCCURRENCE.</p> <p><input checked="" type="checkbox"/> Required <input type="checkbox"/> NOT Required</p>	<p>This is to cover damages caused by error, omission or negligent acts related to the Equipment and services to be provided under this Agreement.</p> <p>YCTA does not need this insurance when the Contractor's activity or advice holds almost no risk of damaging property or harming employees, visitors, families, or others. Examples include: author, lecturer, staff trainer, interpreter, photographer, musician.</p> <p>This coverage is required when there is a chance the Contractor's work could do harm and someone might have reason to blame YCTA or department that retained the Contractor. Examples include: architect, engineer, investigator, accountant, legal advisor, and public works/improvement projects.</p>
<p>GENERAL LIABILITY insurance with a combined single limit of not less than \$2,000,000 for each occurrence, \$3,000,000 aggregate for bodily injury and property damage.</p> <p><input checked="" type="checkbox"/> Required <input type="checkbox"/> NOT Required <input type="checkbox"/> Exclusion approved by YCTA Transit Manager</p>	<p>This insurance is required unless its deletion is approved by YCTA. Insurance shall include contractual liability coverage for the indemnity provided under this Agreement and provide by separate written endorsement that YCTA its officials, agents, employees and volunteers, are added as insured, but only with respect to the Contractor's services to be provided under this Agreement.</p>
<p>AUTOMOBILE LIABILITY insurance with a combined single limit, or the equivalent, of not less than (check one):</p> <p><input type="checkbox"/> Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury, \$5,000 personal injury). OR For each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. (Coverage limits required for this Agreement will depend on nature of contracted services.)</p> <p><input checked="" type="checkbox"/> \$500,000 each accident <input type="checkbox"/> \$1,500,000 each accident <input type="checkbox"/> N/A</p>	<p>Automobile liability coverage is required of a Contractor when it, its subcontractor, or the employees of either will operate, maintain, load, or unload vehicles as part of the work or Services provided under this Agreement.</p> <p><u>YCTA will determine the appropriate amount of coverage Contractor will need to provide depending on the severity of what could go wrong.</u> For instance, a Contractor transporting clients or staff is at a much greater risk than a Contractor driving his or her vehicle from one meeting site to another without passengers. Larger construction projects may require the higher combined single limit or equivalent. Contractor shall name YCTA, its officials, agents, employees and volunteers, as additional insureds by a separate written endorsement, but only with respect to the Contractor's services provided under this Agreement.</p>
<p>Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s).</p>	
<p>Certificate of Insurance. Prior to commencing work, the Contractor shall provide a Certificate evidencing the insurance required by this Agreement and a separate written endorsement adding YCTA its officials, agents, employees, and volunteers as insured. The Certificate shall state that coverage afforded YCTA as an Insured shall apply as primary and not excess to any insurance issued YCTA, provide a Cross Liability Clause, and state that the Contractor is responsible for payment of all insurance deductibles on the above-described policies.</p>	
<p>Send the Certificate of Insurance to: YCTA, ATTN: Transit Manager, 434 NE Evans, McMinnville, OR 97128</p>	

ANY CHANGES IN COVERAGE MUST BE APPROVED IN ADVANCE BY YCTA - Revised January 2018