TIPS VENDOR AGREEMENT

Between _	247Security Inc.	and	
	(Company Name)		

THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for

RFP 180801 School Bus Surveillance

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor <u>unless</u> otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor or vendor assigned company.

Disclosures

- Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
- 3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report unless otherwise agreed by the parties. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement.

Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination for convenience provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be,

present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a thirdparty auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered

within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same Non- JOC Vendor Agreement Ver.06052018.rp

and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists
Organizations per Texas Gov't Code 2270.0153 found at
https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North Pittsburg,TX,75686.
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability \$1,000,000 each Occurrence/ Aggregate **Automobile Liability** \$300,000 Including owned, hired, & non-owned

Workers' Compensation Statutory limits Employers' Liability - if you employ others than \$1,000,000

owners and provide services or on-site delivery or

work, not just goods

Umbrella Liability \$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

Non- JOC Vendor Agreement Ver.06052018.rp policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s).

Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- Agreements: All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- <u>Promotion of Agreement</u>: It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. <u>Encouraging</u> entities to purchase directly from the Vendor, when the Member has requested a TIPS price, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- <u>Daily Order Confirmation</u>: All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 72 hours.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- <u>Back Ordered Products</u>: If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 24 hours and appropriate action taken based on customer request.

TIPS Vendor Agreement Signature Form RFP 180801 School Bus Surveillance

Company Name 24/Security In	C.	
Address 4400 North Point D	Orive, Suite 15	8
{City} Alpharetta	${State}$ GA $_{Zip}$	30022
Phone (404) 556-0617	_{Fax} (770) 753-4	1567
Email of Authorized Representative rober	ts@247securit	yinc.com
Name of Authorized Representative Robe	ert Scott	
$_{Title} VP$		
Signature of Authorized Representative	R	
Date8/31/2018		
TIPS Authorized Representative NameMea	redith Barton	n
Title_Vice-President_of	f Operations	
TIPS Authorized Representative Signature	levedith Barton	
Approved by ESC Region 8	ne Fitta	
Date 10/9/18		

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator Email Phone Fax Bid Number Title Bid Type Issue Date Close Date	Rick Powell General Counsel/Procurement Compliance Officer rick.powell@tips-usa.com (903) 575-2689 x 180801 School Bus Surveillance RFP 8/2/2018 08:00 AM (CT) 9/21/2018 03:00:00 PM (CT)	Address Contact Department Building Floor/Room Telephone Fax Email		Address Contact Department Building Floor/Room Telephone Fax Email	
Supplier Inforr	mation				
Company Address Contact Department Building Floor/Room Telephone Fax Email Submitted Total	247 Security Inc 4400 North Point Parkway Suite 158 Alpharetta, GA 30022 (866) 693-7492 (404) 538-8828 9/21/2018 09:40:35 AM (CT) \$0.00 your response, you certify that you	ou are authori	zed to represent and hind	vour company	
Signature Ro		d are authori			
Signature Ro	D OCOLL		Email Tobel	ts@247securityinc.com	
Supplier Notes	5				
Bid Notes					
Bid Activities					
Bid Messages	·				

Date	Date Subject Message							
Specifications PDF "Venc LEAR		"Vendors LEARNIN	pographical error on RFP Specifications PDF near the bottom of page 6 the document currently reads, endors should submit all equipment related to DISTANCE LEARNING." IT should not specify "DISTANCE ARNING" and instead should read as follows,"Vendors should submit all equipment related to SCHOOL IS SURVEILLANCE."					
	Attribu							
Plea #	ase re\ Nam	view the following and respond wh ne	ere necessa	iry Note	Response			
1	Yes	- No		Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	NO			
2	Yes	- No		Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No			
3	Yes	- No		The Vendor can provide services and/or products to all 50 US States?	Yes			
4	State	es Served:		If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)				
5	Com	npany and/or Product Description:		This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	247Security Inc specializes in Mobile Digital Camera Systems. We develop design, manufacture, sell and support systems for school buses, transit and taxi and law enforcement. We also distribute GPS, route planning and parent notification software and services under the Ubicabus brand. We are currently in all 50 states as well as Canada.			
6	Prim	nary Contact Name		Primary Contact Name	Robert Scott			
7	Prim	nary Contact Title		Primary Contact Title	VP			
8	Prim	nary Contact Email		Primary Contact Email	roberts@247securityinc.com			
9	Prim	nary Contact Phone		Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4045560617			
10	10 Primary Contact Fax		Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477		7707934567			
11	Prim	nary Contact Mobile		Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4045560617			
12	Seco	ondary Contact Name		Secondary Contact Name	Kevin Quatlebaum			
13	Seco	ondary Contact Title		Secondary Contact Title	Director of Sales			

14	Secondary Contact Email	Secondary Contact Email	kevinq@247securityinc.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7707137798
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7707934567
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Robert Scott
19	Admin Fee Contact Email	Admin Fee Contact Email	roberts@247securityinc.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4045560617
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Brittany Wilkening
22	Purchase Order Contact Email	Purchase Order Contact Email	brittanyw@247securityinc.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4045569087
24	Company Website	Company Website (Format - www.company.com)	www.247securityinc.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	98-0456889
26	Primary Address	Primary Address	4400 North Point Parkway, Suite 158
27	Primary Address City	Primary Address City	Alpharetta
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	GA
29	Primary Address Zip	Primary Address Zip	30022
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Digital Video Systems, School Bus, Drive by Cameras, Wireless, Cameras, Recording, Security, Mobile Video
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes

32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:	No
		(A) has its principal place of business in Texas;	
		OR	
		(B) employs at least 500 persons in Texas?	
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Alpharetta
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Georgia
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	5%
36	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
39	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	30
40	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes

Pricing discount percentage are guaranteed for? Does the vendor agrees to honor the proposed pricing YES discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? Right of Refusal Does the proposing vendor wish to reserve the right not to Yes perform under the awarded agreement with a TIPS member at vendor's discretion? NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies (No Response Required) that: This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. CONFLICT OF INTEREST QUESTIONNAIRE -Do you have any CONFLICT OF INTEREST TO REPORT No FORM CIQ - Do you have any CONFLICT OF OR DISCLOSE under this statutory requirement? YES or INTEREST TO REPORT OR DISCLOSE under this statutory requirement? If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited thereinyou are required to complete and file with TIPS. You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf There is an optional upload for this form provided if you have a conflict and must file the form. 45 Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? 46 Regulatory Standing I certify to TIPS for the proposal attached that my Yes company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Regulatory Standing Regulatory Standing explanation of no answer on previous

question.

48 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

(No Response Required)

- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

- 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

50 Suspension or Debarment Certification By answering yes, you certify that no federal suspension Yes or debarment is in place, which would preclude receiving a federally funded contract as described above. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and

12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Non-Discrimination Statement and Certification

Yes

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)

email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

52 2 CFR PART 200 Contract Provisions Explanation Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain

provisions covering the following, as applicable.

53 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree?

54 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee Yes or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess

of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and

TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree?

(No Response Required)

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?

56 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?

57 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or Yes requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a Yes political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, I HAVE NOT Lobbied per above and Contracts Exceeding \$100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

previous question.

If you answered "I HAVE lobbied per above to the IF you answered "I HAVE lobbied" per above Attribute #66, (No Response Required) you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

- 61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- Do you ever anticipate the possibility of subcontracting any YES of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.
- ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- (b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises:
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

63 Indemnification

Yes

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

64 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue

and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution

of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived

under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any

issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a

prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee

equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and

will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if

signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

65 Remedies Explanation of No Answer

66 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas. Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes, I Agree

Yes

37 Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any

contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties

irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter

have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in

any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting

from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph

with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to

waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section

may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

68 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms?

Yes, I Agree

Yes

Yes

Yes

- 69 Infringement(s) Explanation of No Answer
- 70 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

71 Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

72 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to

provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees (No Response Required)

Some

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

74 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions (No Response Required) requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

75 Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form
Texas 2017 House Bill 89 has been signed into law by the
governor and as of September 1, 2017 will be codified as
Texas Government Code § 2270 and 808 et seq.
The relevant section addressed by this form reads as
follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North

Pittsburg,TX,75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YFS

Logos and other company marks Please upload your company logo to be added to your (No Response Required) individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred Potential uses of company logo: * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing) Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Yes Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation. Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Yes Agreement? Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full

compliance with the Vendor Agreement.

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question. Select A., B. or C. A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

82 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING OUESTIONS

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information. 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of Conviction(s).

83 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

REFERENCES	

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Aldine Independent School District	Nathan Bauman, Fleet Manager	nrbauman@aldine.k12.tx.us	(281) 449-1010
Anna Independent School District	Chad Long, Director of Transportation	chad.long@annaisd.org	(972) 924-1800
Fort Worth Independent School District	Carl Alfred, Operations Manager	carl.alfred@fwisd.org	(817) 871-3084
Jefferson County School District	Brent West, recently changed role	brent.west@jefferson.kyschools.us	(502) 485-3470
Jefferson County School District	Garrett Seay, Director of GIS (new)	garrett.seay@jefferson.kyschools.org	(502) 485-3472
North America Central School Bus	David Petersen, Regional Oper. Mgr.	d.petersen@illinois-central.com	(773) 924-5840

Please provide a list of resellers the proposing company desires to be authorized to sell their products and services under the TIPS Agreement, if awarded.

Authorized Becelling Company Nove	Full Address	Main Phone	Eve 1	Comboot	Contact Ph	Fu.	Contact Empil	Moheite	Fe
Authorized Reselling Company Name		Main Phone	Ext.1	Contact	Contact Ph	Ext	Contact Email	Website	Fax
IC Dealers in TX Summit Truck Group	All TX locations 2401 Central Fwy E, Wichita Falls, TX 76302-5801	(940) 322-1100		Sales	(940) 322-1100			summittruckgroup.com	
'		<u> </u>							
Santex Trck Centers, LTD	1400 Ackerman Rd, San Antonio, TX 78202	(210) 661-8371		Sales	(210) 661-8371			santextrucks.com	
Pliler International	3016 Eastman Roan, Lonview, TX 75602	(903) 871-5691		Sales	(903) 871-5691 (713) 631-9306			plilerinternational.com	
Longhorn Bus Sales	6921 Homestead Rd., Houston, TX 77028-3800	(713) 631-9306		Sales				-	
Longhorn Bus Sales	221 W Expressway Hwy 83, La Feria, TX 78559 1401 Diamond Drive, North Little Rock, AR, 72117-1814	(956) 307-3089 (501) 777-9725		Sales Sales	(956) 307-3089 (501) 777-9725				
Summit Truck Group	1401 Diamond Drive, North Little Rock, AR, 72117-1814	(501) ///-9/25		Sales	(501) ///-9/25			summittruckgroup.com	
KLC	4444 Taura Divid Taurahana TV 75504	002 702 7262		Dill Kin -	002 702 7262				
KLC	1111 Texas Blvd, Texarkana TX 75501	903-792-7262		Bill King	903-792-7262		weking@cableone.net		
Duch Truck Contou(s) in TV	All TX locations								
Rush Truck Center(s) in TX		000 704 1050		Calaa	000 704 4050			hi canta de canala a sa sa	
Blue Star Bus Sales, LTD	5907 63rd Street, Lubbock, Texas, 79424	806-794-1959		Sales	806-794-1959			bluestarbussales.com	
Rush Truck Center	326 North Access Rd, Tye, Texas, 79563	800-542-7750		Sales	800-542-7750			1	
Rush Truck Center	1480 NE Loop 820, Fort Worth, Texas, 76106	800-456-5229		Sales	800-456-5229			1	
Rush Truck Center	515 North Loop 12, Dallas, Texas, 75061	800-256-7383		Sales	800-256-7383				
Rush Truck Center	3200 IH-35 South, Waco, Texas, 76706	800-274-1988		Sales	800-274-1988				
Rush Truck Center	16870 S. IH-35, Buda, Texas, 78610	888-243-6241		Sales	888-243-6241				
Rush Truck Center	8810 IH-10 East, San Antonio, Texas, 78219	800-299-7382		Sales	800-299-7382				
Rush Bus Centers	16345 IH-35 North, Selma, Texas, 78154	877-578-7248		Sales	877-578-7248			rushbuscenters.com	
Thomas Bus Sales in TX	All TX locations								
THOMAS BUS GULF COAST GP, INC.	8806 MISSISSIPPI ST. HOUSTON, TX 77029	713-580-8600		Sales	713-580-8600				
LONESTAR TRUCK GROUP ABILENE	502 W OVERLAND TRAIL ABILENE, TX 79601	325-677-8187		Sales	325-677-8187				
LONESTAR TRUCK GROUP SAN ANGELO	1818 S. CHADBOURNE ST. SAN ANGELO, TX 76903	325-658-7595		Sales	325-658-7595				
	,								
								1	
								1	
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		1				1			

Insert TIPS RFP# 180801

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you <u>must_make a copy</u> of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and <u>DO NOT</u> desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

Name of company claiming confidential	status of material			
Printed Name and Title of authorized co	ompany officer claiming	g confidentia	al status of m	naterial
4400 North Point Drive, Suite	158 Alpharetta	GA		(404) 556-0617
Address	City	State	ZIP	Phone
ATTACHED ARE COPIES OFPROPOSAL	_PAGES OF CONFIDE	NTIAL MA	TERIAL FR	OM OUR
Signature_		Date	8/3	1/2018

If you do not claim any of your proposal to be confidential, complete the section below only.

<u>Express Waiver:</u> I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Robert Scott		VP		
Printed Name authorized company officer			Title of	authorized company officer
4400 North Point Drive, Suite 158	Alpharetta	GA	30022	(404) 556-0617
Address	City	State	ZIP	Phone
Signature			Date 8/3	31/18



8 LIMITED WARRANTY

1. GENERAL

Seller warrants its products to be free from defects in materials and workmanship under normal use and service for three (3) years from the date of purchase for mDVR Series Digital Video Recorders, one (1) year for TVS and PW Series systems, and three (3) years for Hard Drive and Camera products. EXCEPTION for DHD (Hybrid HDD & SD) recording devices which carries a 10-Year Limited Warranty.

Except as required by law, this Limited Warranty is only made to Buyer and may not be transferred to any third party.

Seller shall have no obligation under this Limited Warranty or otherwise if:

- (i) The product is improperly installed, applied or maintained;
- (ii) Improperly service or repaired by anyone other than the Seller or the Seller's Authorized Service provider.
- (iii) Damage caused by natural occurrences, such as lighting, power surges, fire, floods or acts of god.
- (iv) Defects resulting from unauthorized modification, misuse, vandalism, alterations or other causes unrelated to defective materials or workmanship.

Non-seller manufactured products are warranted by the third party for a period as defined by the third party. As permitted, Seller assigns to the Buyer those warranties and does not itself warrant any non-Seller manufactured products and sells only on an as is basis.

2. EXCLUSIONS OF WARRANTIES, LIMITATION OF LIABILITY

THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION PROVIDED ON THE 247SECURITY PRODUCT SHEET. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE SHALL THE SELLER BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE PRODUCT AND/OR FOR BREACH OF THIS OR ANY OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY SELLER'S OWN NEGLIGENCE OR FAULT, AND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. Any product description (whether in writing or made orally by Seller or Seller's agents), specifications, samples, drawings, diagrams, engineering sheets, or similar materials used in connection with the Buyer's order are for the sole purpose of identifying the Seller's products and shall not be construed as an express warranty or condition. SELLER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON ANY CLAIM AT ALL. However, if the Seller is held liable whether directly or indirectly for any loss or damage with respect to the product it sells, regardless or cause or origin, its maximum liability shall not in any case exceed the purchase price of the product, which shall be fixed as liquidated damages and not as a penalty, and shall be the complete and exclusive remedy against the Seller.

By accepting the products, to the fullest extent permitted by law, Buyer assumes all liability for, and agrees to indemnify and hold Seller harmless against and defend Seller from, any and all suits, claims, demands, causes of action and judgments relating to damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to, Buyer's customers and/or users.

3. RETURNS AND REPAIRS

Subject to the terms and conditions listed below, during the applicable warranty period, Seller will repair or replace, at its sole option, free of charge any defective products returned prepaid. In the event that you have a problem with any Seller product, please call 247Security Customer Service and request a RETURN MERCHANDISE AUTHORIZATION (RMA) NUMBER.

In the USA and CANADA, call 1-866-693-7492 or 1-404-731-7619.





Be sure to have the model number, serial number, and the nature of the problem available for the Customer Service Representative. Prior authorization MUST be obtained for all returns, exchanges, or credits. ITEMS SHIPPED TO SELLER WITHOUT A CLEARLY IDENTIFIED RMA NUMBER MAY BE REFUSED.

Products returned will be tested to verify the defect. Upon verification, the product will be repaired, exchanged, or credited to Buyer's account, at the sole discretion of Seller. In the event of replacement, the returned product will be credited to Buyer's account and a new invoice issued for the replacement item. If the product is found to be in good working order or its inability to function properly is a result of user damage or abuse, the product will be returned in the same condition as received unless repair is possible and requested by Buyer. Repairs of such nature will incur a charge for parts and labor and will proceed only by agreement with Buyer to accept the charge.

Non-Warranty Repair: Buyer will be charged for repairs to an out of warranty product. Applicable charges will be calculated and quoted when an RMA number is issued; however, charges may vary based on actual product condition. Buyer must pay shipping costs to the Seller Repair Department. Costs to repair and return defective products will be the responsibility of the Buyer. For all non-warranty repairs, Buyer will be billed for parts, labor and shipping. Non-warranty repairs are warranted for 90 days from date of repair.

4. GOVERNING LAW

If the Buyer acquires the Seller's product in the United States of America, the laws of the State of Georgia apply to this Limited Warranty. If the buyer acquires the Seller's product in Canada, except where expressly prohibited by local laws, the laws in force in the Province of Ontario, Canada apply to this Limited Warranty and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts in the Judicial District of York, Province of Ontario.

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Welcome

247Security Inc. is the industry-leading expert in providing and manufacturing mobile digital video recording equipment, security cameras and GPS data management applications.

Proudly designed and manufactured in North America



Core Values & Beliefs



Customer Satisfaction

247 makes customer satisfaction our #1 priority. We place the utmost importance on customer satisfaction, trust and after-sales support.



Reliability

Our products are designed and tested against high engineering standards. After Sales Service is a prime company focus. Our goal is to be a reliable partner with our customers and over 2000 customers have learned that they can rely on us.



Innovation

We are foremost, an engineering based business. 247Security doesn't just solve the problems of today but also tomorrow's, and our innovations help to not only reduce costs, but also to improve reliability and ease-of-use.



Experience

20⁺Years

40⁺States

2000+ Customers **247Security Inc. (247)** and corporate parent **TME Inc.**, have been designing, manufacturing and supporting technology solutions for use in harsh environments for over 20 years. A privately held firm, 247 was created in 2005 to bring mobile video solutions to the broader transportation industry.

With over 2000 customers in the U.S., our value proposition brings focus to client consultation, on-going support, and industry specific designs. With over 150 combined man-years of transportation fleet management experience on staff, our understanding of transportation operations is translated into video system designs that work the way you need them to.

Since we design and build our systems, we can evolve with our customers' needs, and lead the market through innovation. The system you purchase today will expand along with your needs of tomorrow. Our first-hand knowledge of the industry allows us to quickly see new needs and design relevant products for the future.

247 has a wealth of integration capability and working experience to interface our base digital video equipment with other routers, GPS equipment and mobile technology platforms.



Unmatched Reliability

Dual-Stage **H**ybrid **D**rive

offers

unmatched reliability

The **Dual-Stage Hybrid Drive**, or **DHD**, demonstrates 247Security's superior product reliability.

DHD consists of both a Solid-State Drive (SSD) and a Hard Disk Drive (HDD). While the vehicle is in motion, the DHD uses SSD flash memory storage technology to record. With no moving parts, this stage is very stable. When the vehicle is stationary, video data is transferred to the HDD, providing massive on board storage capacity. The HDD spins only when the vehicle is stationary, providing higher reliability and longer life. That long life is backed up by a **TEN YEAR WARRANTY**!

Because the solid state storage is emptied regularly, it can be reformatted multiple times a day, again providing a higher level of reliability.





First in Innovation

Our leading-edge innovation speaks for itself, but it's our industry-first experience that allows us to deliver quality products and services to our customers.

- First to the market with Solid State Drive in 1995, the same technology used in Space Shuttle at the time
- First to the market with 3-Click easy to view Recorded Video in 2005
- First to the market with Auto retrieval Video events using USB key in 2006
- First to the market with fully Secured Taxi video camera system that only allows authorized police officers to view video while restricting access to Installer and Inspector
- First to the market with Dual-Stage Hybrid Drive (DHD) to use in Video Recorder in Vehicle
- First to the market with Web based fleet management system without the need of modem
- First to the market with complete TouchDown™ Cloud based Video & Fleet data management enterprise system, with driver performance improvement and without the need of cellular networks



Social Corporate Responsibility



At 247Security, we promote green living. That's why we have battery recycling and e-waste programs. But we also promote green driving. And since an hour of idling burns more than half a gallon of fuel, our GPS Data Management software **MiniTRACK** has an idling reporting feature that allows fleet operators to manage vehicle data, monitor idling habits, and allows you to develop strategies to reduce fuel consumption. 247 was first-to-market with MiniTRACK in 2007, developing the software before our competitors followed suit.





MiniTRACK Benefits

- Access your fleet's entire travel history from any computer over the internet
- Track Stopping, Idling, Speeding and more with user-defined parameters
- Know the exact time, duration and location your vehicle stopped, idled, etc.
- See when and where your vehicle deviates from scheduled routes and stops
- Create custom reports, and export data to other software for review and analysis



Protect Your Most Valuable

Protect Kids from Bullying

Ensure safer travel, less anxiety and less misconduct for more positive mindsets and better learning



Protect Drivers from False Accusations

Create positive work environments for staff to feel appreciated and protected

Protect Vehicles and Equipment

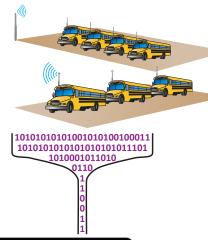
Reduce your maintenance and operations costs



247 is the

Easy Solution

Advanced video technology should be built to make your life easier, not complicated! At 247, our school bus industry-experience gives us a true insider-perspective on what works, what doesn't and what can be improved. You've asked us for easy-to-use all-in-one solutions that require little maintenance and hand-free operation so that you can focus on the smooth operation of your fleet and the safety of your students without being hindered by the laborious task of video management.





Video Management IS This EASY

Essential Video

Liability Management/Accident Investigation

A picture is worth a thousand words, but a video can be worth a million dollars when it means a quick resolution to an accident investigation, and protection from false claims.

Being able to see what actually happened on or around your fleet helps you cost-effectively resolve disputes. With 247's eight-channel systems, you get complete coverage of your vehicles, to ensure you have all the evidence you need to manage any liability claim.

247Security was first-to-market with cameras designed to capture specific views outside the bus. Innovations like our ShieldCam™ provides a forward-facing view with a unique windshield-mounted design. Combined with excellent interior coverage our systems provide the ultimate insurance blanket.

Driver/Staff Training

Drivers are at the front line of your business as they are the first and last personnel passengers see every day. Our video storage & retrieval techniques allow you to use video as an invaluable tool when assessing and educating your drivers.

Our MiniTrack™ system with DriveSafe™ utilizes G-Force sensors to continuously record excessive or erratic vehicle movement. Trainers can review events alongside video and use it to assist with driver training and develop best-habit reinforcement strategies.

Employee/Customer Privacy Protection

Our video and data files are proprietary and secure. Sensitive video is encrypted, offering multiple levels of data protection.

If you need to be able to protect innocent parties when video must be reviewed in the public eye our DVRViewer™ is equipped with a blurring feature that allows you to blur areas that need not be seen. Securely storing and transferring video is the number one priority to protect the privacy of your employees and passengers alike.









Nowadays, video has become a must-have tool for effective fleet management!



With 247's Video Solutions, You Can:



Deter bullying, deviance or combative behavior, which reduces student anxiety, improves learning and ensures safer trips



See what's happening aboard your buses in real-time using 3G/4G cellular network services using our Intelligent Live Tracking feature



Encourage good driving habits by tracking driver performance and behaviour



Deter vandalism through discreet, yet visible mounted cameras



Capture information from vehicles exhibiting reckless or dangerous driving



Protect drivers from false accusations to maintain a safe work environment



Track vehicle routes with GPS coordinate and telematics to improve efficiency



Capture stop-arm violations and automatically create evidence packages



Have videos download wirelessly and automatically; no more trips to the bus yard and manually removing hard drives



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Pupil Transportation Applications

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ZEUS HD DVR

ZEUS HD is the latest HD school bus camera system from 247Security, designed with a flexible range of offerings, from entry level to professional-grade applications.

Add up to eight (8) total 720p (1280x720) HD cameras, wireless automation, passive GPS or live vehicle tracking, and reliable Solid-State Drive (SSD) storage technology; and you get bulletproof durability with massive storage capacity—for the ultimate HD fleet video management system.

Applications

- Pupil Transportation (e.g. school buses)
- Law Enforcement (e.g. police car & correctional services)
- Public Safety (e.g. emergency fire & medical services)
- Land Transportation Logistics (e.g. semi & tractor trailers)



See everything in and around bus, in High Definition Video









ZEUS Pro DVR

Whether its Wireless & GPS integration, or just basic bare-bones video, the new ZEUS PRO Mobile Digital Video System delivers all the right features for application in Pupil Transportation, Law Enforcement, Public Safety, and Land Transportation Logistics. Available with either 4 channels, 6 channels or 8 channels, the ZEUS PRO with advanced functioning 30-30 Vision™ provides the best view on ALL cameras, and ground-breaking Dual-Stage Hybrid Drive (DHD) technology gives you bulletproof durability, extreme reliability, and massive storage capacity.

Applications

- Pupil Transportation (e.g. school buses)
- Law Enforcement (e.g. police car & correctional services)
- Public Safety (e.g. emergency fire & medical services)
- Land Transportation Logistics (e.g. semi & tractor trailers)



Integratable with TouchDown™

ZEUS PRO will integrate with advanced 247 MiniTrack GPS, Driver Performance, and TouchDown™ wireless management systems to allow maximum real-time tracking and control from anywhere, at anytime.



Dual-Stage Hybrid Drive (DHD)

DHD combines the rugged reliability of Solid-State Drive recording with the storage capacity of Hard Disk Drives into one removable unit. Our DHD drives come with a 10-year warranty.











A Closer Look

How can 247 make your life easier?—by offering you the most advanced and easy-to-use tools to **capture**, **record**, and **manage** your video.

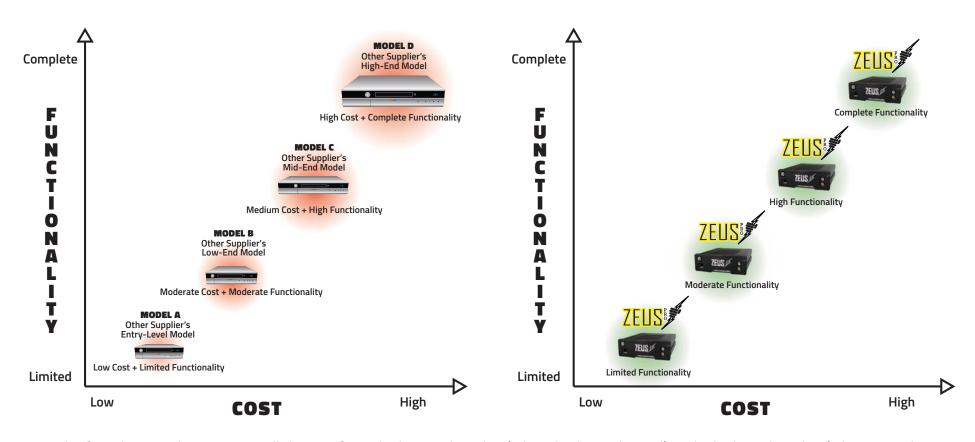
How ZEUS Systems Work





Don't Lose Your Initial Investment

One Scalable Unit for Low-End Low-Cost to High-End



In order for other suppliers to serve all the way from the low-end market (where budget is limited) to the high-end market (where complete functionality is required), they have to select between four or more different products or models.

Our innovation is to produce only one scalable product that serves the low-end market and the high-end market without replacing your DVR when you need to scale up.



Capture Cameras

A good video system starts with high-quality, rugged cameras that can stand up to the harsh daily movements of school buses, while still delivering crisp, high-resolution video.

Regular Interior Camera	Low-Profile Interior Camera	Clear Dome Camera	ShieldCam™	Stop-Arm Camera	License Plate Capture Camera
■ 3 Axis IR, Color	■ 3 Axis IR, Color	■ Color Camera with	■ Windshield	■ Stop-Arm Drive-	■ License Plate
Camera	Camera	IR	mountable design	by violation capture	Capture, Stop-Arm
 Very Low Profile 	■ 1-inch protrusion	■ Very Low Profile	Multiple-axis	camera	Camera
■ Bulti-In High-	from ceiling	■ Built-In High-	aiming and mounting	■ Dual, and Triple	■ Daytime and
Definition	■ Bulti-In High-	Definition	options	camera options	Nighttime operation
microphone	Definition	microphone	■ Built-In High-	■ Installs easily, using	■ Captures both full
• Lens options:	microphone	• Lens options:	Definition	a single waterproof	view and license
2.5mm / 2.9mm /	Lens options:	2.9mm / 3.6mm /	microphone	cable	plate close-up view
3.6mm / 4.3mm /	2.5mm / 2.9mm /	4.3mm / 6.0mm	■ Lens options:	■ 3.6mm to 35mm	of offending vehicle
6.0mm	3.6mm / 4.3mm /		2.9mm / 3.6mm /	lens options	
	6.0mm		4.3mm / 6.0mm		



INTERIOR regular

HD Quality Day or Night

Our regular interior camera provides a clear image in low-light situations due to its infrared (IR) LEDs, allowing for optimized and detailed HD quality video footage even at night.

360° Degrees of Aiming

Flexible 3-axis pivot camera control system, which means that they can be mounted on any surface and still get 360 degrees of aiming.

Simple to Install

Extremely easy to install. With three simple screws and a single strand pigtail connector cable, our cameras are installed in mere minutes.

dimensions

Height/		1.6"/		4.1/	
Width/	in	4.33"/	cm	11/	
Depth		4.33"		11	
Weight	lb	0.77	g	350	

image/audio capture

Focal Length Options	mm	2.5 / 2.9 / 3.6 / 4.3 / 6.0
Image Sensor	-	Sony EX-VIEW HAD II 1/3" CCD Sensor
Image Resolution	рх	1020 (H) x 508 (V)
TV Lines of Resolution	lines	800
Light Sensitivity (Day)	lux	0.01 lux (IR-OFF)
Light Sensitivity (Night)	lux	0 lux (IR-ON)



camera specifications

Gamma Correction	_	0.45
Electronic Iris	S	1/60 ~ 1/100,000
Video Out		1.0 Vp-p, 75 Ohm
Signal/Noise Ratio	db	> 54

operational specifications

Operational Temperature	°F	14°F ~ 158°F
Operational Temperature	°C	-10°C ~ 70°C
Storage Temperature	°F	-4°F ~ 158°F
Storage Temperature	°C	-20°C ~ 70°C

Infrared LEDS off	mA	95mA at 12V
Infrared LEDS on	mA	190mA at 12V
Operating Voltage	V	9.5V to 16V
TV Lines of Resolution	lines	800

- Full color, super image quality with 1/3" Sony HD CCD Imager
- Working low light can work in less than 0.01Lux f1.0 or 0Lux with infrared
- Clear black and white image while IR is activated
- Super IR 5m (IR lens adjust), autoexpose adjust, over-exposure control
- High Definition microphone with video noise reduction circuity and noise-gate filter
- Defog and Digital De-mist to improve image quality in foggy environments
- Smart IR for optimized clear images at night
- Double Scan Wide Dynamic Range (WDR)
- Low power consumption (190A @ DC12V) to extend camera lifespan
- Digital slow shutter to enhance low-light images
- Full 360-degree aiming adjustment
- Vandal-proof stamped metal housing
- Waterproof (IP68 Compliant)
- Scratch-resistant, anti-glare lens
- BLC and HLC optimize light levels



INTERIOR low-profile

Recessed Housing Design

The interior low-profile camera is specifically designed for installations that require flush mounting. Projecting only a ½ inch, our low-profile interior cameras have a more discreet appearance while maintain 360° Degrees of Aiming.

HD Quality Day or Night

Our low-profile interior camera have the same video and infrared (IR) functionality as our regular version, featuring full color, super image quality with 1/3" Sony HD CCD Imager.

Simple to Install

Extremely easy to install. With three simple screws and a single strand pigtail connector cable, our cameras are installed in mere minutes.

dimensions

Height/		2.13"/		5.41/
Width/	in	4.33"/	cm	11/
Depth		4.33"		11
Height (protrusion)	in	1″	cm	2.54
Weight	lb	0.49	g	221

image/audio capture

Focal Length Options	mm	2.5 / 2.9 / 3.6 / 4.3 / 6.0
Image Sensor	-	Sony EX-VIEW HAD II 1/3" CCD Sensor
Image Resolution	рх	1020 (H) x 508 (V)
TV Lines of Resolution	lines	800
Light Sensitivity (Day)	lux	0.01 lux (IR-OFF)
Light Sensitivity (Night)	lux	0 lux (IR-ON)



camera specifications

Gamma Correction	_	0.45
Electronic Iris	S	1/60 ~ 1/100,000
Video Out	- -	1.0 Vp-p, 75 Ohm
Signal/Noise Ratio	db	> 54

operational specifications

Operational Temperature	°F	14°F ~ 158°F	
Operational Temperature	°C	-10°C ~ 70°C	
Storage Temperature	°F	-4°F ~ 158°F	
Storage Temperature	°C	-20°C ~ 70°C	

Infrared LEDS off	mA	95mA at 12V	
Infrared LEDS on	mA	190mA at 12V	
Operating Voltage	V	9.5V to 16V	
TV Lines of Resolution	lines	800	

- Full color, super image quality with 1/3" Sony HD CCD Imager
- Working low light can work in less than 0.01Lux f1.0 or 0Lux with infrared
- Clear black and white image while IR is activated
- Super IR 5m (IR lens adjust), autoexpose adjust, over-exposure control
- High Definition microphone with video noise reduction circuity and noise-gate filter
- Defog and Digital De-mist to improve image quality in foggy environments
- Smart IR for optimized clear images at night
- Double Scan Wide Dynamic Range (WDR)
- Low power consumption (190mA @ DC12V) to extend camera lifespan
- Digital slow shutter to enhance low-light images
- Full 360-degree aiming adjustment
- Vandal-proof stamped metal housing
- Waterproof (IP68 Compliant)
- Scratch-resistant, anti-glare lens
- BLC and HLC optimize light levels



DOME camera

Rugged and Durable

Encased in machined aluminum with a vandal-resistant polycarbonate lens shield, our dome cameras have been meticulous designed and engineered for rugged mobile applications.

HD Quality Day or Night

Our regular interior camera provides a clear image in low-light situations due to its infrared (IR) LEDs, allowing for optimized and detailed HD quality video footage even at night.

360° Degrees of Aiming

Flexible 3-axis pivot camera control system, which means that they can be mounted on any surface and still get 360 degrees of aiming.

dimensions

Height/		1.97"/		5/
Width/	in	4.7"/	cm	11.94/
Depth		4.7"		11.94
Weight	lb	0.69	g	312.7

image/audio capture

Focal Length Options	mm	2.9 / 3.6 / 4.3 / 6.0
Image Sensor	-	Sony EX-VIEW HAD II 1/3" CCD Sensor
Image Resolution	рх	1020 (H) x 508 (V)
TV Lines of Resolution	lines	800
Light Sensitivity (Day)	lux	0.01 lux (IR-OFF)
Light Sensitivity (Night)	lux	0 lux (IR-ON)



camera specifications

Gamma Correction	-	0.45
Electronic Iris	S	1/60 ~ 1/100,000
Video Out	_	1.0 Vp-p, 75 Ohm
Signal/Noise Ratio	db	> 54

operational specifications

Operational Temperature	°F	14°F ~ 158°F
Operational Temperature	°C	-10°C ~ 70°C
Storage Temperature	°F	-4°F ~ 158°F
Storage Temperature	°C	-20°C ~ 70°C

Infrared LEDS off	mA	1.1W at 11V
Infrared LEDS on	mΑ	2.4W at 11V
Operating Voltage	V	11V to 17V
TV Lines of Resolution	lines	800

- Full color, super image quality with 1/3" Sony HD CCD Imager
- Working low light can work in less than 0.01Lux f1.0 or 0Lux with infrared
- Clear black and white image while IR is activated
- Super IR 5m (IR lens adjust), autoexpose adjust, over-exposure control
- High Definition microphone with video noise reduction circuity and noise-gate filter
- Defog and Digital De-mist to improve image quality in foggy environments
- Smart IR for optimized clear images at night
- Double Scan Wide Dynamic Range (WDR)
- Digital slow shutter to enhance low-light images
- Full 360-degree aiming adjustment
- · Vandal-proof stamped metal housing
- Waterproof (IP68 Compliant)
- Scratch-resistant, anti-glare lens
- BLC and HLC optimize light levels



SHIELDCAM™ camera

Mounts on Glass or Bulkhead

Our innovative ShieldCam™ can be mounted directly to window glass or other surfaces for viewing either outside or inside of taxi, police, correctional services, and first response vehicles.

Minimal Visual Obstruction

The unique mounting hardware creates low visual obstruction while allowing for maximum camera viewing angles to ensure you never miss a shot.

Designed for Maximum Safety

Monitor what goes on outside, or up the road ahead. Review boarding and exiting procedures while capturing incidents occuring at the doors, as well as outside and in front of the vehicle.

dimensions

Height/		3.5"/		8.9/
Width/	in	2.24"/	cm	5.7/
Depth		2.4"		6.1
Weight	lb	1.1	g	500

image/audio capture

Focal Length Options	mm	2.9 / 3.6 / 4.3 / 6.0
Image Sensor	-	Sony EX-VIEW HAD II 1/3" CCD Sensor
Image Resolution	рх	1020 (H) x 508 (V)
TV Lines of Resolution	lines	800
Light Sensitivity	lux	0.01 lux



camera specifications

Gamma Correction	_	0.45
Electronic Iris	S	1/60 ~ 1/100,000
Video Out		1.0 Vp-p, 75 Ohm
Signal/Noise Ratio	db	> 54

operational specifications

Operational Temperature	°F	14°F ~ 158°F
Operational Temperature	°C	-10°C ~ 70°C
Storage Temperature	°F	-4°F ~ 158°F
Storage Temperature	°C	-20°C ~ 70°C

Power Consumption	mA	95mA at 12V
Operating Voltage	V	9V to 16V
TV Lines of Resolution	lines	800

- Full color, super image quality with 1/3" Sony HD CCD Imager
- Super IR 5m (IR lens adjust), autoexpose adjust, over-exposure control
- High Definition microphone with video noise reduction circuity and noise-gate filter
- Defog and Digital De-mist to improve image quality in foggy environments
- Double Scan Wide Dynamic Range (WDR)
- Low power consumption (95mA @ DC12V) to extend camera lifespan
- Digital slow shutter to enhance low-light images
- Full 360-degree aiming adjustment
- Vandal-proof stamped metal housing
- Waterproof (IP68 Compliant)
- Scratch-resistant, anti-glare lens
- BLC and HLC optimize light levels



EXTERIOR single

Weather-Resistant

The exterior waterproof camera is ideally suited for Stop-Arm applications, truck/trailer integrity and general exterior viewing needs.

Excellent for Periphery Views

The exterior single camera excels in providing proximity views, as well as views of entry ways, wheelchair lift areas, or anywhere between the bus and the curb.

Rugged and Durable

With its durable casing, our exterior cameras are designed to withstand harsh conditions and rugged environments.

dimensions

Height/		3.54"/		9/
Width/	in	4.33"/	cm	11.7/
Depth		3.1"		11.8
Weight	lb	1.1	g	500

image/audio capture

Focal Length Options	mm	2.9 / 3.6 / 4.3 / 6.0
Image Sensor	-	Sony EX-VIEW HAD II 1/3" CCD Sensor
Image Resolution	рх	1020 (H) x 508 (V)
TV Lines of Resolution	lines	800
Light Sensitivity (Day)	lux	0.01 lux (IR-OFF)
Light Sensitivity (Night)	lux	0 lux (IR-ON)



camera specifications

Gamma Correction	_	0.45
Electronic Iris	S	1/60 ~ 1/100,000
Video Out	_	1.0 Vp-p, 75 Ohm
Signal/Noise Ratio	db	> 54

operational specifications

°F	-22°F ~ -94°F
°C	-30°C ~ 70°C
°F	-22°F ~ -94°F
°C	-30°C ~ 70°C
	°C °F

Infrared LEDS off	mA	140mA at 12V
Infrared LEDS on	mΑ	190mA at 12V
Operating Voltage	V	9V to 17V
TV Lines of Resolution	lux	0.01 lux (IR-OFF)



- Full color, super image quality with 1/3" Sony HD CCD Imager
- Working low light can work in less than 0.01Lux f1.0 or 0Lux with infrared
- Clear black and white image while IR is activated
- Super IR 25m (IR lens adjust), autoexpose adjust, over-exposure control
- Defog and Digital De-mist to improve image quality in foggy environments
- Smart IR for optimized clear images at night
- SWDR Double scan WDR
- Wide voltage range 9V ~ 17V
- Low power consumption (190mA @ DC12V) to extend camera lifespan
- Vandal-proof stamped metal housing
- Waterproof (IP68 Compliant)
- Scratch-resistant, anti-glare lens
- BLC and HLC optimize light levels



LICENSE PLATE CAPTURE camera

Captures License Plates of Vehicles Travelling up to 75MPH in darkness

Our exterior cameras are capable of capturing legible license plate information from vehicles that are travelling up to 75 mph within a two-lane range, even in complete darkness.

Built-in Infrared (IR) LEDs

Our license plate capture cameras are equipped to capture license plate information in extremely dark conditions (O lux) with its built-in IR LEDs

Low Power Consumption in Darkness

Our cameras consumes less than 2.5 watts of power in order to capture license plates as compared to the competition's 50+ watts of power

dimensions

Height/ Width/ Depth	in	3.54"/ 4.33"/ 3.1"	cm	9/ 11.7/ 11.8
Weight	Ib	1.1	g	500

image/audio capture

Focal Length Options	mm	16 / 25
Image Sensor	-	Sony EX-VIEW HAD II 1/3" CCD Sensor
Image Resolution	рх	1020 (H) x 508 (V)
TV Lines of Resolution	lines	800
Light Sensitivity (Day)	lux	0.01 lux (IR-OFF)
Light Sensitivity (Night)	lux	0 lux (IR-ON)



camera specifications

Gamma Correction	_	0.45
Electronic Iris	S	1/60 ~ 1/100,000
Video Out	_	1.0 Vp-p, 75 Ohm
Signal/Noise Ratio	db	> 54

operational specifications

Operational Temperature	°F	-22°F ~ -94°F
Operational Temperature	°C	-30°C ~ 70°C
Storage Temperature	°F	-22°F ~ -94°F
Storage Temperature	°C	-30°C ~ 70°C

Infrared LEDS off	mA	140mA at 12V
Infrared LEDS on	mA	190mA at 12V
Operating Voltage	V	9V to 17V
TV Lines of Resolution	lux	0.01 lux (IR-OFF)



- Full color, super image quality with 1/3" Sony HD CCD Imager
- Working low light can work in less than 0.01Lux f1.0 or 0Lux with infrared
- Clear black and white image while IR is activated
- Super IR 25m (IR lens adjust), autoexpose adjust, over-exposure control
- Defog and Digital De-mist to improve image quality in foggy environments
- Smart IR for optimized clear images at night
- SWDR Double scan WDR
- Wide voltage range 9V ~ 17V
- Low power consumption (190mA @ DC12V) to extend camera lifespan
- Vandal-proof stamped metal housing
- Waterproof (IP68 Compliant)
- Scratch-resistant, anti-glare lens
- BLC and HLC optimize light levels



EXTERIOR dual front

Captures License Plates and Full View of Vehicles Travelling up to 75MPH

The exterior dual camera is capable of capturing both the license plate information of a vehicle as well as a wider shot of the vehicle in full view.

1-2-Lanes of Visual Range

Our exterior cameras are capable of capturing legible license plate information from vehicles that are travelling up to 75 mph within a two-lane range, even in complete darkness.

Low Power Consumption in Darkness

Our cameras consumes less than 4 watts of power in order to capture license plates as compared to the competition's 50+ watts of power

dimensions

Height/		3.54"/		9/
Width/	in	4.33"/	cm	11.7/
Depth		3.1"		11.8
Weight	lb	1.1	g	500

image/audio capture

Focal Length of Cam #1	mm	25 (68° HFOV) or 16 (93° HFOV)
Focal Length of Cam #2	mm	4.3 (16.6° HFOV)
Image Sensor	-	Sony EX-VIEW HAD II 1/3" CCD Sensor
Image Resolution	рх	1020 (H) x 508 (V)
TV Lines of Resolution	lines	800
Light Sensitivity (Day)	lux	0.01 lux (IR-OFF)
Light Sensitivity (Night)	lux	0 lux (IR-ON)



camera specifications

Gamma Correction		0.45
Electronic Iris	S	1/60 ~ 1/100,000
Video Out	_	1.0 Vp-p, 75 Ohm
Signal/Noise Ratio	db	> 54

operational specifications

Operational Temperature	°F	14°F ~ 158°F
Operational Temperature	°C	-10°C ~ 70°C
Storage Temperature	°F	-4°F ~ 158°F
Storage Temperature	°C	-20°C ~ 70°C

Infrared LEDS off	mA	230mA at 12V
Infrared LEDS on	mA	280mA at 12V
Operating Voltage	V	9V to 17V
TV Lines of Resolution	lux	0.01 lux (IR-OFF)

- Full color, super image quality with 1/3" Sony HD CCD Imager
- Working low light can work in less than 0.01Lux f1.0 or 0Lux with infrared
- Clear black and white image while IR is activated
- Super IR 5m (IR lens adjust), autoexpose adjust, over-exposure control
- Defog and Digital De-mist to improve image quality in foggy environments
- Smart IR for optimized clear images at night
- SWDR Double scan WDR
- Low power consumption (280mA @ DC12V) to extend camera lifespan
- Vandal-proof stamped metal housing
- Waterproof (IP68 Compliant)
- Scratch-resistant, anti-glare lens
- BLC and HLC optimize light levels



EXTERIOR dual rear

Captures License Plates and Full View of Vehicles Travelling up to 75MPH

The exterior dual camera is capable of capturing both the license plate information of a vehicle as well as a wider shot of the vehicle in full view.

1-2-3-or-4-Lanes of Visual Range

Our exterior cameras are capable of capturing legible license plate information from vehicles that are travelling 75 mph within a 1-2-3-or-4 lane range, even in complete darkness.

Low Power Consumption in Darkness

Our cameras consumes less than 4 watts of power in order to capture license plates as compared to the competition's 50+ watts of power

dimensions

Height/		3.54"/		9/	
Width/	in	4.33"/	cm	11.7/	
Depth		3.1"		11.8	
Weight	lb	1.1	g	500	

image/audio capture

Focal Length of Cam #1	mm	50 (5.1° HFOV)
Focal Length of Cam #2	mm	16 (16.6° HFOV)
Image Sensor	_	Sony EX-VIEW HAD II 1/3" CCD Sensor
Image Resolution	рх	1020 (H) x 508 (V)
TV Lines of Resolution	lines	800
Light Sensitivity (Day)	lux	0.01 lux (IR-OFF)
Light Sensitivity (Night)	lux	0 lux (IR-ON)



camera specifications

Gamma Correction	-	0.45
Electronic Iris	S	1/60 ~ 1/100,000
Video Out	_	1.0 Vp-p, 75 Ohm
Signal/Noise Ratio	db	> 54

operational specifications

~F	-22°F ~ -94°F
°C	-30°C ~ 70°C
°F	-22°F ~ -94°F
°C	-30°C ~ 70°C
	°F

Infrared LEDS off	mΑ	230mA at 12V
Infrared LEDS on	mΑ	280mA at 12V
Operating Voltage	V	9V to 17V
TV Lines of Resolution	lux	0.01 lux (IR-OFF)

- Full color, super image quality with 1/3" Sony HD CCD Imager
- Working low light can work in less than 0.01Lux f1.0 or 0Lux with infrared
- Clear black and white image while IR is activated
- Super IR 25m (IR lens adjust), autoexpose adjust, over-exposure control
- Defog and Digital De-mist to improve image quality in foggy environments
- Smart IR for optimized clear images at night
- SWDR Double scan WDR
- Wide voltage range 9V ~ 17V
- Low power consumption (280mA @ DC12V) to extend camera lifespan
- Vandal-proof stamped metal housing
- Waterproof (IP68 Compliant)
- Scratch-resistant, anti-glare lens
- BLC and HLC optimize light levels



SACS3 3-camera stop-arm system

Captures Vehicles Travelling 75MPH

The exterior waterproof camera is ideally suited for Stop-Arm applications, truck/trailer integrity and general exterior viewing needs.

1-to-2-Lanes of Visual Range

Our exterior cameras are capable of capturing both legible license plate information and full views from vehicles that are travelling 75 mph within a 1-to-2 lane range, even in complete darkness.

Low Power Consumption in Darkness

Our cameras consumes less than 6 watts of power in order to capture license plates as compared to the competition's 50+ watts of power

dimensions

Height/		4.5"/		11.43/
Width/	in	11.6"/	cm	29.5/
Depth		3.5"		8.9
Weight	lb	18	g	8.16

image/audio capture

Focal Length (Forward)	mm	16
Focal Length (Center)	mm	4.3
Focal Length (Rear)	mm	25
Image Resolution	рх	1020 (H) x 508 (V)
TV Lines of Resolution	lines	800
Light Sensitivity (Day)	lux	0.01 lux (IR-OFF)
Light Sensitivity (Night)	lux	0 lux (IR-ON)



camera specifications

Gamma Correction	_	0.45
Electronic Iris	S	1/60 ~ 1/100,000
Video Out	_	1.0 Vp-p, 75 Ohm
Signal/Noise Ratio	db	> 54

operational specifications

Operational Temperature	°F	14°F ~ 158°F
Operational Temperature	°C	-10°C ~ 70°C
Storage Temperature	°F	-4°F ~ 158°F
Storage Temperature	°C	-20°C ~ 70°C

Infrared LEDS off	mA	270mA at 12V
Infrared LEDS on	mΑ	420mA at 12V
Operating Voltage	V	9V to 17V
TV Lines of Resolution	lux	0.01 lux (IR-OFF)



- Detects and captures stop arm violators using three (3) high-resolution exterior cameras
- Automated violation detection with zero driver interaction required
- The system captures the stop arm extended as supporting evidence the vehicle passed the active stop arm
- Critical violation data is embedded on the video, including GPS coordinates, stop arm activation symbol, date and time, bus speed and bus number
- Capable of hands-free, wireless transfer of stop arm violation



SACS5 5-camera stop-arm system

Captures Vehicles Travelling 75MPH

The exterior waterproof camera is ideally suited for Stop-Arm applications, truck/trailer integrity and general exterior viewing needs.

1-2- 3-to-4-Lanes of Visual Range

Our exterior cameras are capable of capturing both legible license plate information and full views from vehicles that are travelling 75 mph within a 1-2-3-or-4 lane range, even in complete darkness.

Low Power Consumption in Darkness

Our cameras consumes less than 10 watts of power in order to capture license plates as compared to the competition's 50+ watts of power

dimensions

Height/		4.5"/		11.43/
Weight/	in	11.6"/	cm	29.5/
Depth		3.5"		8.9
Weight	lb	20	g	9.07

image/audio capture

Focal Lengths (Forward)	mm	4.3 / 25
Focal Length (Center)	mm	4.3
Focal Length (Rear)	mm	16 / 50
Image Resolution	рх	1020 (H) x 508 (V)
TV Lines of Resolution	lines	800
Light Sensitivity (Day)	lux	0.01 lux (IR-OFF)
Light Sensitivity (Night)	lux	0 lux (IR-ON)



camera specifications

Gamma Correction	_	0.45
Electronic Iris	S	1/60 ~ 1/100,000
Video Out	_	1.0 Vp-p, 75 Ohm
Signal/Noise Ratio	db	> 54

operational specifications

Operational Temperature	°F	-22°F ~ 149°F
Operational Temperature	°C	-30°C ~ 65°C
Storage Temperature	°F	-22°F ~ 158°F
Storage Temperature	°C	-30°C ~ 70°C

Infrared LEDS off	mA	450mA at 12V
Infrared LEDS on	mΑ	700mA at 12V
Operating Voltage	V	9V to 17V
TV Lines of Resolution	lux	0.01 lux (IR-OFF)



- Detects and captures stop arm violators using five (5) high-resolution exterior cameras
- Automated violation detection with zero driver interaction required
- The system captures the stop arm extended as supporting evidence the vehicle passed the active stop arm
- Critical violation data is embedded on the video, including GPS coordinates, stop arm activation symbol, date and time, bus speed and bus number
- Capable of hands-free, wireless transfer of stop arm violation



Stop-Arm Camera Systems (SACS)

Product Description

Meticulously Designed for Student Safety

SACS has been designed to offer a flexible and reliable method to deploy a Stop Arm Violation Program. Our goal is to offer a solution that helps reduce the incident of stop arm running. Education is the key and SACS can help with the development of a community safety program. With no additional resource required.

The Versatility of SACS

When the school bus stop arm is activated, the system automatically detects vehicles passing the stopped school bus. Using an image of the entire vehicle, a close up of the license plate and geo location and time data, a data packet is created. This packet can be retrieve manually or through various wireless methods to get the information where it needs to go.

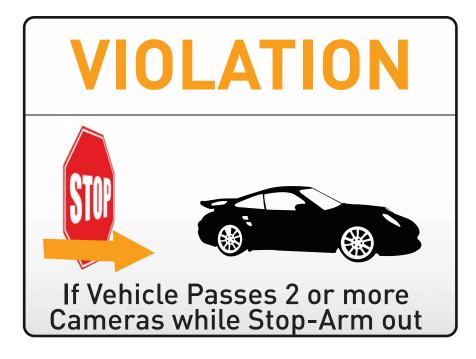




Stop-Arm Camera Systems (SACS)

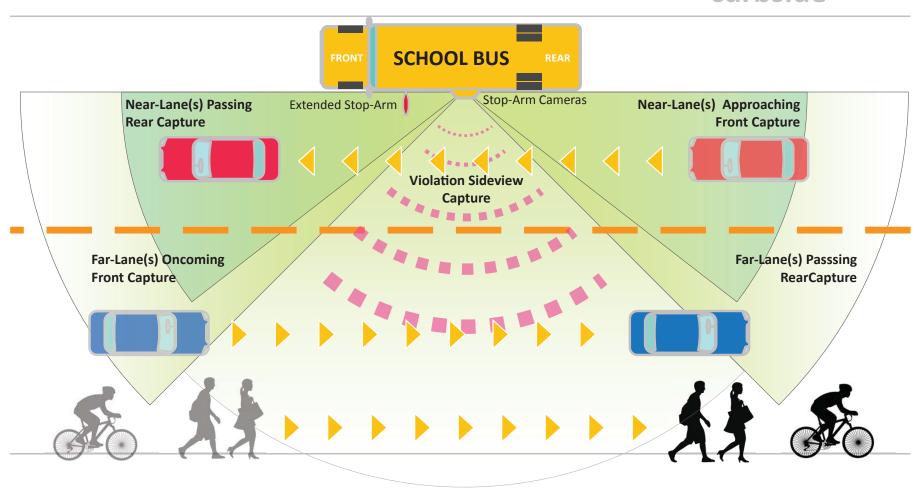
Intelligent Vehicle-Detection Zone Algorithm

When a school bus makes a bus stop to pick up or to drop off students, its stop-arm is extended out and its red lights flashing. Vehicles travelling in both directions must stop; failing to do so constitutes a violation. But using motion detection can have faulty triggers caused by the motion of pedestrians or other objects and events. That's why we've developed a software algorithm intelligent enough to differentiate between actual violation events and false red flags, inefficiencies, and wasted productivity.





curbside



Stop-Arm Camera Systems (SACS) Complete Violation Evidence Packages



Stop-Arm Violation incident reports brings all of the critical information together, both video and images, into a simple, easy to understand report.

The system mounted on the left side of the school bus detects the violation event, captures the full view of the vehicle, and reads the license plate of the vehicle, after which it automatically sends the video clip of vehicle and image of its license plate to a cloud server.

The cloud server then performs the following actions:

- 1) it processes the evidence package containing both playable video and still image
- 2) it identifies the GPS location coordinates of where the event took place

247's SACS can be configured to have this report automatically and sent to authorized personnel via email. Stop-Arm violations are detected without user intervention and sent to a server for processing.

Superior Low-Light Video Capture Capability

247's advanced Stop-Arm Camera Systems can capture license plate on vehicles traveling at 75 mph in darkness (1 lux) at a 100 ft distance.

Most typical stop arm cameras are unable to read the license plate of vehicle travelling over 75 mph in low lighting condition (early in the morning or late in the afternoon). Stop-Arm Cameras from 247 use proprietary image compensation to tune lighting conditions, optimizing license-plate capture for **ALL** conditions, whether bright, dark, or pointed directly towards a light source like headlights.

SACS5 - Actual Day Time Capture on Lane 2



SACS5 - Actual Night Time Capture on Lane 2



Competitor Night Time Image



Dual-Stage Hybrid Drive (DHD)

Video Storage Technology

DHD Technology combines the reliability of Solid-State recording with the cost-effective capacity of Hard Disk Drives, into one compact unit.



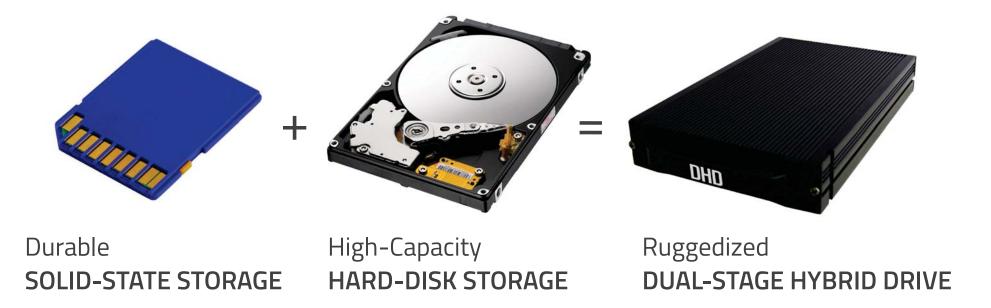
Dual-Stage Hybrid Drive (DHD) is a new patent-pending video storage technology, developed by 247Security to eliminate issues associated with conventional hard-disk-based camera recording systems.





A Look Inside DHD

Video Storage Technology



In typical mobile applications, both solid state and hard drives have inherent weaknesses. Hard drives are sensitive to vibration and solid state drives are sensitive to the excessive read/write functions required for a digital recorder.

For solid state drives, this high activity often leads to file corruption requiring re-formatting which can result in lost data. Hard drives also have a life cycle in part dictated by number of revolutions and exposure to heat generated by the spinning hard disk.

247Security has overcome these weaknesses by combining both into one system: DHD



How DHD works



 RECORD to Solid-State Drive while in motion

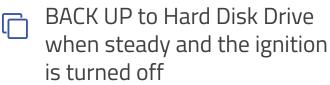
Video is always safely recorded to the rugged solid state first, thus eliminating data corruption due to rough vehicle movements, commonly experienced by conventional direct-to-hard-drive recording.











Once the vehicle is steady, and if the ignition is off, video is safely backed up from the Solid State Disk to the Hard Disk Drive, giving you the benefit of massive storage capacity, while ensuring integrity of your recorded video.









Why DHD is Better



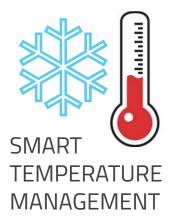
MASSIVE STORAGE

DHD, gives you the massive storage capacity of Hard Disk Drives (HDD's) so you can run all your cameras for days at a time, without breaking the bank on storage.



SOLID-STATE RECORDING

DHD always records to solidstate first to ensure accurate and reliable video data. With DHD, you can take the bumps of the road without worrying about whether or not your drive is going to crash. No more corrupted video files!



DHD drastically reduces heat by not having the hard-disk spinning during initial recording. DHD smartly shares the workload with solid state to keep the unit at cool temperatures without need for a fan. Solid state also allows for a wider operating temperature band (-13°F to 185°F) for longer reliability, when compared to hard disks alone (32°F to 140°F).



10-YEAR WARRANTY

We are so confident in the durability of our DHD drives that we back them up with a full 10-year manufacturer-direct warranty!



Camera Coverage Configuration

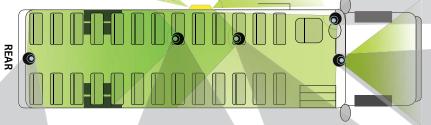
Five Cameras with Stop-Arm Camera System

Here's a five-camera setup with stop-arm system (SACS3) that provides optimal visual coverage for a 72-seat school bus.











Left of Center of Bulkhead - 2.97mm Lens Size



WindShield ShieldCam™ - 3.6mm Lens Size



Center-Rear Camera - 2.97mm Lens Size



Rear-Facing Camera over Seat 6 - 3.6mm Lens Size Rear-Facing Camera over Seat 4 - 3.6mm Lens Size





TouchDown™ II

Product Description

Video Command Center allows you to manage your fleet and view video from all your devices under one centralized interface. You can configure your fleet DVR system settings, view video, search and display vehicle event data, or any critical information you may need; and it is displayed in a map view or text view report. The TouchDown™ II Video Command Center (TDII) allows you to easily

find out what, where, when and how it happened.



TouchDown™ provides hassle-free video retrieval by eliminating the guesswork and footwork of removing hard drives. When combined with the HandsFree Wireless solution, video with marked events can be automatically downloaded from a bus as it enters the yard and is ready for viewing from a central location.

The software also lets you efficiently manage video footage, monitor system health status, and configure DVRs – all from the comfort of your office from one convenient application.

With TouchDown™ you call the plays—and control your video all from within the TDII™ Video Command Center. TDII™ with Intelligent Live Tracking makes fleet management even easy, allowing you to access video and data, without ever having to leave your office!

Should you ever need to be somewhere else, TDII™ Instant Email Alerts keeps you current, with automatic notifications of key activities, so that you can truly manage your fleet whenever, and wherever you happen to be!



A parent called to complain about a bus speeding on Main Street this morning!

Where was Bus #89 yesterday during the scheduled field trip?

A driver called to report a stop-arm violation but did not have the license plate of the car!

Why is Bus #31 always finishing its route so early each morning?

Johnny claims he was late for school because the bus did not show up!

The mechanic reported vandalism on Bus #40 during last week's inspection!

What caused bus #12 to be late for school yesterday?

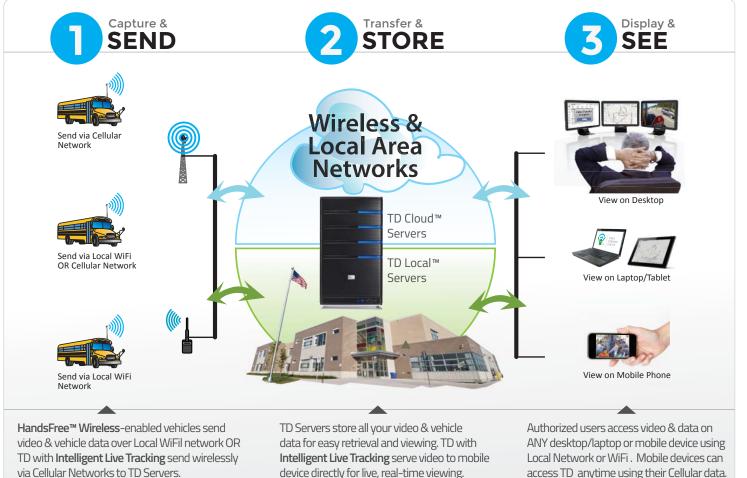
Is Betty onboard the field trip bus right now?



Which buses have been idling excessively in front of the school loading zone?

TouchDown™ II

From Bus to Screen is as Easy as 1,2,3



Advanced video technology should be built to make your life easier not complicated! At 247, our school bus industryexperience gives us a true insider-perspective on what works, what doesn't and what can be improved. You've asked us for easy-to-use all-in-one solutions that require little maintenance and hand-free operation so that you can focus on the smooth operation of your fleet and the safety of your students without being hindered by laborious task of video management. With 247, your video comes to you! No more trips to the bus yard pulling hard drives!



TouchDown™ II

Full Feature List Breakdown

TouchDown™ II (TDII) has been designed to meet, and exceed, the needs of any fleet operator. With a full list of features that provides information ondemand, you'll have peace-of-mind knowing that you're in complete control over your vehicles, drivers, and passengers.

The following pages will explain in detail the various features that are either native to or available with TDII. Note that some features are only available with TDCloud, which requires 3G/4G/LTE connectivity.



VIDEO COMMAND CENTER



DRIVESAFE™ DRIVING PERFORMANCE MANAGER



HANDSFREE™ WIRELESS TRANSFER



MULTIPLE USER ACCOUNTS



SECURE VIDEO STORAGE



EVENT HISTORY REPORTS



AUTO/ON-DEMAND MARKED-VIDEO TRANSFER



INSTANT EMAIL NOTIFICATIONS



DVR REMOTE MAINTENANCE



STOP-ARM VIOLATION REPORTING



DVR AUTO HEALTH CHECK



INTELLIGENT LIVE TRACKING



MINITRACK™ GPS VEHICLE TRACKING



SCALABLE FROM 1 to 1000+ VEHICLES



Feature		Description	Benefit		
TM	Video Command Center	Video Command Center allows you to manage your fleet and view video from all your devices under one centralized interface. You can configure your fleet DVR system settings, view video, search and display vehicle event data, or any critical information you may need; and it is displayed in a report. The TDII Video Command Center allows you to easily find out what/where/when/how it happened.	Everything is in One Place Access all data from one centralized interface Save time and money! Cross-Platform Access Access TouchDown™ from any desktop or mobile	TDLocal ✓	TDCloud ✓
	HandsFree Wireless Transfer	247's HandsFree wireless transfer system features DVRs that have built-in intelligent wireless routers to automatically send video clips, camera system health report, GPS and even data to the server over WiFi or 4G/LTE. HandsFree does the work so you don't have to!	Hands-Free Video & Data Transfer No more going to the bus! No more fussing with cables and hard drives	TDLocal 🗸	TDCloud 🗸
	Secure Video Storage	Video data is encrypted through our proprietary encryption protocol. For your protection, only our DVRViewer software application may be used for video playback.	Your Data is Protected Only authorized users can view video	TDLocal	TDCloud 🗸
	Automatic/ OnDemand Marked Video Transfer	When a driver presses the Panic Button or Event Marker, the system creates a marked-video clip and automatically uploads it onto the server along with the date/time/location of the vehicle. Users can also request clips by providing vehicle ID/date/time and length of clip, and have the requested clip automatically download to the server, and be notified by email when it is available for viewing.	Automatic Data Transfer • All video is transferred without user-intervention, regardless of whether the driver reports in or not. Pull Video Clips On-Demand • Get the exact video clip you need; request by user-specified vehicle, date, time etc.	TDLocal	TDCloud ✓

Feature		Description	Benefit		
	DVR Remote Maintenance	No more having to go to the bus to tweak system settings. Now you can change settings such as frame rate and more directly from the TouchDown™ Video Command Center. You can configure your systems, even if you are 1000s of miles away!	Easy Maintenance • Adjust settings and upgrade software (firmware) right from your desktop or mobile devices.	TDLocal	TDCloud 🗸
	DVR	The system automatically checks itself to make sure everything is in working order. Any errors are	Peace-of-Mind • Automatic status reporting of DVR, cameras,	TDLocal	TDCloud
	Auto Health Check	automatically reported through TouchDown™, so you can keep a pulse on your vehicles as you send them out on the road.	temperature, etc. If there is a problem, you will receive a health status update to take immediate action to resolve any issues	•	~
	MiniTrack	With the power of GPS, MiniTrack™ you get a wealth	Map View of Data	TDLocal	TDCloud
(N)	GPS Vehicle Tracking	of information to use for liability management, training, and much more! MiniTrack™ tells you where your vehicle has been, how fast it was going, when and where it stopped, if it spent time idling—best of	 View events mapped to a route and geographic area Synchronize to video clip and view the actual event 	~	~
		all, there are no recurring service fees!	Low Cost Passive GPS • Full power of GPS, without the high cost of "real-time-only" GPS	~	~



Description Benefit Feature Add the DriveSafe™ package, using our G-Force DriveSafe Vehicle Movement/Impact Data **TDLocal TDCloud** module, and gain access to accelerometer data. Assess driving habits by analyzing video along Driving Analyze vehicle movement in all directions. Establish with G-Forces during starts, stops, sharp turns Performance your own threshold levels or use defaults provided. etc. Manager View videos of "impact" events and use them as a Review video of "impact" events, know what training and liability management tool. happened to your vehicle, and easily resolve liability issues. Multiple TDII allows you to setup multiple user accounts with **Multiple Users TDLocal TDCloud** different access levels. Accounts are • Get more from TD by allowing access to all Accounts staff who need it password-protected so only authorized staff can ■ Delegate video management, free your time access the data. for other duties Event TDII™ provides a complete history of every trip, along **Data Text Reports TDLocal TDCloud** with GPS routes, events (speeding, stopping, idling, • Good for analyzing data at a fleet level or History parking, bus stops, impacts, stop-arm violations, and reviewing the activity of a vehicle, driver or Reports driver-marked events); for you to view on-screen or group over a period of time export to a spreadsheet for analysis. Export data to Excel for detailed analysis, or archiving **Email** TDII™ now offers Email Alerts, allowing you to be free **Instant Updates TDLocal TDCloud** from the constraints of your desk so you can be more • Get instant alerts when Marked/Requested Alerts productive. Customized alerts can be sent to your Video Clips have been downloaded desktop or mobile device so that you can be where you • Get alerts when there is a System Health need to be, while still keeping tabs on what is going on warning with your fleet. Mobility ■ Be where you need to be, while receiving updates on your mobile devices



Feature		Description	Benefit		
TOP	Stop-Arm Violation Reporting	TDII automatically downloads the Drive-By violation incident, including video & images of the violating vehicle, date/time/GPS location of where it took place. Users can search for Drive By events to display on Map View or Text View reports.	Automatic Violation Alerts • Any vehicle passing bus while stop-arm is deployed triggers an automatic upload of the event and GPS info	TDLocal	TDCloud 🗸
	Intelligent Live Tracking	Now you can track your fleet the smart way using much less cellular data; TDII uses cell data only when you truly need LIVE data of the current vehicle location, a live view of any camera and /or Event trigger (In/Out Geo- Fence, Speeding, Impacts or Drive by Violations etc.) However, for other non-urgent data, larger volumes of Video, GPS, and Event data are downloaded over your WiFi Networks.	On-Demand Tracking Request the current location of any vehicle Provides high-resolution GPS data only when needed Save on cellular data usage, and on your cellular data plan Automatic GPS & Data Tracking Automatically receive images and/or location data based on user-defined settings for speed, impact forces, or geo-zone	TDLocal ×	TDCloud •
+	Scalable from 1 to 1000+ Vehicles	Whether you have just one—or one thousand vehicles, TouchDown™ is ready to tackle the job, seamlessly integrating additional vehicles with a few simple clicks.	Expandability Upgradable when you are ready—for long service-life Long service-life means a great return on your investment!	TDLocal •	TDCloud



TD II

TDLocal vs. TDCloud

247's advanced technology truly takes the hassle out of video management.

From simple video-viewing with DVRViewer, to the ultimate, fully-featured TDII with Intelligent Live Tracking, we have the solution for you.

Features	TDLocal • •	TDCloud
Hardware Required	 Onsite Server WIN7 PRO or WIN Server 2012 (Desktop or Rack Mount) Access Points (1 or more) 8 Port Switch (1G) TD USB Key TD Client Keys (ALL Users) 	 Data Relay (MSS2) Access Points (1 or more) 8 Port Switch (10/100)
Hardware Optional	Data Relay (MSS2) for Remote Sites w/Internet Access	NONE
Software Required	Browser (IE10 or Higher, Google Chrome, Firefox) for TDWeb Client	Browser (IE10 or Higher, Google Chrome, Firefox) for TDWeb Client
Internet Access	if using Map Report Function	✓
TD LIVE Availability	Can optionally do TD Live for ZEUS5 Motion & ZEUS6T with Public IP. Requires at least 50 MBbps/10MBps internet and qualified USB data modems.	✓
RAW DATA Stored Locally	~	X Data is on Cloud Hosted Server
Mapped Network Drive	Client PC's have access to mapped Data Drive of Server	×
DVR Viewer (installed local)	✓	~
Mini-Track Map Reporting	✓	~
Instant Email Notification	✓	~
Cost	 Up-Front Purchase of all required Hardware 15% Annual Support Fee after first 	Per UserAnnual / Quarterly / Monthly, Billing Options



Which TouchDown™ Should You Choose?

Please refer to the table below to find out which TouchDown™ is more suited to your business needs and requirements.

If you want to	TDLocal • •	TDCloud
Easily manage your fleet video all in one place	~	~
Have total control of your hosting hardware	✓	×
Have total control of your Network and data transmission	~	×
Have flexibility to expand without having to upgrade servers	×	~
Always have the latest version of TD without manually updating the software	×	✓
Access TD (video & data) on all your networked devices	✓	~
Access TD (video & data) on any device with a browser	×	~
Have LIVE Access to Video and GPS data	×	~



TouchDown™ II [TDLocal]

Reviewing Historical Video and Data using WiFi for Video Data Transfer

We all know the benefits of real-time live vehicle tracking. If it was feasible every transportation director would have live tracking on their entire fleet. Unfortunately most technology out there is too expensive and the cost of maintaining such a system is too cost prohibitive to have even on part of most fleets. Here is where 247Security listens to your needs and provides a truly innovative solution.

Many of these situations can be addressed at the end of the day or soon thereafter, as they may not be urgent and not critical to the immediate operation of your school or fleet. With TouchDown™ II you can easily go back and review the video & data anytime.



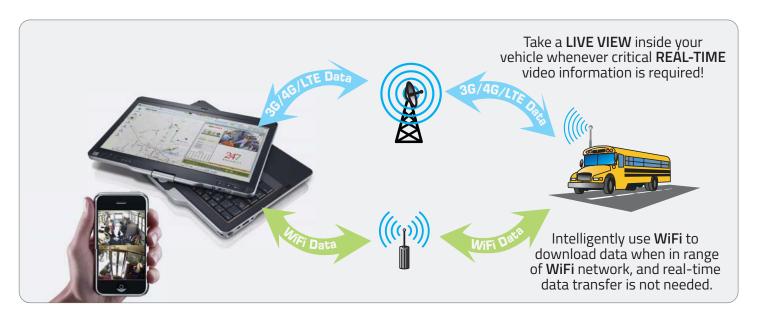
Using historical (i.e. recently recorded) data does not require using a data plan! Live video & data typically has huge monthly cost from the monthly data fees due to high bandwidth consumption. Instead, use your own WiFi networks to transfer data for FREE.

However, should you require a live tracking feature, but cannot afford the added expense, 247 offers our innovative Intelligent Live Tracking solution which eliminates expensive high-bandwidth data fees!



TouchDown™ II [TDCloud]

Get the best of both worlds with TD Cloud! With 247Security's TouchDown™ II Fleet Video & Data Management System (TDII™) you have a complete wireless, GPS, and network integrated solution. TDII with Intelligent Live Tracking (available with TDCloud) offers all the core features of TDII, with the additional benefit of real-time live tracking over your cellular network. View video, locate vehicles, gather vehicle information as it happens. You get all the benefits of TouchDown™ with the extra peace-of-mind knowing you can check up on your vehicles anytime you need live information.

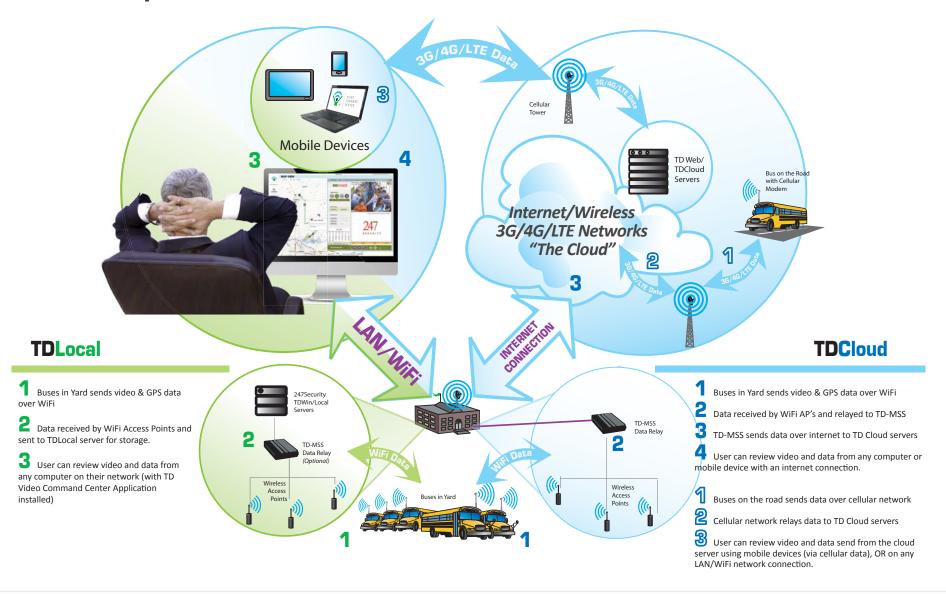


TD Intelligent Live Tracking is customizable. Users can set it up to only send live data when an event is triggered, such as driver marks an event, there is a stop-arm violation detected, if the vehicle leaves a specified zone, or if there is an impact. Or the TD user can send a request from their user screen to a specific vehicle to send live data at any time.

Intelligent Live Tracking—always on when you need it, and never wasting precious data bandwidth when you don't. Saving you a lot of money in the long run, while still providing peace of mind.



TD, System Architecture







SECURITY

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