

TIPS VENDOR AGREEMENT

Between Seon Design (USA) Corp. dba MobileView **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 charges 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 **unless** 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

1. 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.
2. 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 third-party 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

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

NEW STATUTORY REQUIREMENT EFFECTIVE 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 owners and provide services or on-site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

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

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.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. **Encouraging** 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.
 - **Daily Order Confirmation:** 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.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** 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.
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Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 180801 School Bus Surveillance

Company Name Seon Design (USA) Corp dba Mobile View

Address 1313 East Maple Street, Suite 231

City Bellingham State WA Zip 98225

Phone 877-630-7366 Fax 866-664-3677

Email of Authorized Representative curtis.smith@seon.com

Name of Authorized Representative Curtis Smith

Title Vice President of Operations

Signature of Authorized Representative 

Date September 21, 2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 10/9/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com			Contact
Phone	(903) 575-2689 x	Contact	Kristie Collins, Contracts Compliance Specialist	Department Building
Fax				
Bid Number	180801			Floor/Room
Title	School Bus Surveillance	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	8/2/2018 08:00 AM (CT)			Email
Close Date	9/21/2018 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

Supplier Information

Company MobileView (Seon Design (USA) Corp.)
 Address 1313 East Maple Street, Suite 231
 Bellingham, WA 98225

Contact Luis Feijoo
 Department
 Building
 Floor/Room
 Telephone (877) 630-7366
 Fax
 Email luis.feijoo@seon.com
 Submitted 9/21/2018 11:53:27 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Curtis Smith

Email curtis.smith@seon.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
08/02/18	Typographical error on RFP Specifications PDF	Typographical error on RFP Specifications PDF near the bottom of page 6 the document currently reads, "Vendors should submit all equipment related to DISTANCE LEARNING." IT should not specify "DISTANCE LEARNING" and instead should read as follows, "Vendors should submit all equipment related to SCHOOL BUS SURVEILLANCE."

Bid Attributes
Please review the following and respond where necessary

#	Name	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	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company 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.)	MobileView, part of the Safe Fleet group of companies is a leading manufacturer of video surveillance and fleet management solutions for school and transit buses. In 2017, MobileView joined the Safe Fleet family of brands. Headquartered in Belton, MO, Safe Fleet owns a portfolio of brands that provide increased functionality and integrated solutions for fleet vehicle manufacturers and operators around the world. These brands serve five major markets including: emergency services, transit and school bus and rail, truck and trailer, utility, and industrial. With almost 1000 employees, the Safe Fleet family of brands operates over 500,000 square feet of manufacturing space and targets markets with increasing demand for operator, passenger and pedestrian safety. MobileViews' mobile surveillance products help transportation managers' capture, record, wirelessly download, view, and easily manage on-board security footage, quickly and reliably. MobileView also offers fleet management solutions such as live

vehicle tracking, passenger ridership tracking, and school bus routing which are integrated with mobile video to give fleet managers real-time information about their fleet operations – for total fleet awareness.

6	Primary Contact Name	Primary Contact Name	Luis Feijoo
7	Primary Contact Title	Primary Contact Title	Inside Sales Manager
8	Primary Contact Email	Primary Contact Email	luis.feijoo@seon.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	877-630-7366
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	866-664-3677
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Kevin Schentag
13	Secondary Contact Title	Secondary Contact Title	Sales Executive
14	Secondary Contact Email	Secondary Contact Email	kevin.schentag@seon.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	877-630-7366
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	866-664-3677
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.	Luis Feijoo
19	Admin Fee Contact Email	Admin Fee Contact Email	luis.feijoo@seon.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	877-630-7366
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Luis Feijoo
22	Purchase Order Contact Email	Purchase Order Contact Email	luis.feijoo@seon.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	877-630-7366
24	Company Website	Company Website (Format - www.company.com)	www.mobileviewvideo.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	96-437-8876
26	Primary Address	Primary Address	1313 East Maple Street, Suite 231
27	Primary Address City	Primary Address City	Bellingham
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Washington
29	Primary Address Zip	Primary Address Zip	98225

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.)	Seon Design, Safe Fleet, MobileView, accelerometer, on-board, DVR, digital video recorder, fleet software, routing software, fleet tracking, fleet management, asset tracking, mobile video collision avoidance system, vehicle cameras, school bus transportation management, live gps, gps vehicle tracking, school bus cameras, fleet camera, student tracking, vehicle video camera, school bus surveillance, video management software, school transportation software, fleet routing, driver dispatch, high definition, stop arm, routing, windshield camera, high definition, mdt, mobile data terminal, 180 degree, 360 degree
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: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33 Company Residence (City)	Vendor's principal place of business is in the city of?	Bellingham
34 Company Residence (State)	Vendor's principal place of business is in the state of?	Washington
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%.	0%

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.	20
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.	No
41	Pricing discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
43	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) 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; 3) 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.	(No Response Required)

- 44 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES OR NO No
- If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you 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 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. Yes
- 47 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

transaction originated may pursue available remedies, including suspension and / or debarment.

50 Suspension or Debarment Certification

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. 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.

Yes

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.

51 Non-Discrimination Statement and Certification

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.

Yes

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. | (No Response Required) |
| 53 | 2 CFR PART 200 Contracts | Contracts for more than the simplified acquisition threshold 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? | Yes |
| 54 | 2 CFR PART 200 Termination | Termination for cause and for convenience by the grantee 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? | Yes |

55	2 CFR PART 200 Clean Air Act	<p>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).</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
56	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>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.</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
57	2 CFR PART 200 Federal Rule	<p>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). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

- 58 2 CFR PART 200 Procurement of Recovered Materials A non-Federal entity that is a state agency or agency of a 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? Yes
- 59 Certification Regarding Lobbying Applicable to Grants, Subgrants, Cooperative Agreements, 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. I HAVE NOT Lobbied per above
- 60 If you answered "I HAVE lobbied per above to the previous question. IF you answered "I HAVE lobbied" per above Attribute #66, 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. (No Response Required)

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 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.	YES
62	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; (2) 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.	YES
63	Indemnification	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	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?

Yes, I Agree

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

67	Jurisdiction and Service of Process	<p>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?</p>	Yes
68	Infringement(s)	<p>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?</p>	Yes, I Agree
69	Infringement(s) Explanation of No Answer		
70	Contract Governance	<p>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.</p>	Yes
71	Payment Terms and Funding Out Clause	<p>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.</p> <p>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.</p>	Yes

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)

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 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. (No Response Required)
- 75 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES
 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.

76	Logos and other company marks	<p>Please upload your company logo to be added to your 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</p> <p>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)</p>	(No Response Required)
77	Solicitation Deviation/Compliance	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	Yes
78	Solicitation Exceptions/Deviations Explanation	<p>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.</p> <p>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.</p> <p>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.</p>	
79	Agreement Deviation/Compliance	<p>Does the vendor agree with the language in the Vendor Agreement?</p>	Yes
80	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from 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.</p>	

- 81 Felony Conviction Notice
- 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 QUESTIONS.
- 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

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 **must make a copy 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 DO NOT 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.

Seon Design (USA) Corp. dba MobileView

Name of company claiming confidential status of material

Curtis Smith, Vice President of Operations

Printed Name and Title of authorized company officer claiming confidential status of material

1313 East Maple Street, Suite 231 Bellingham WA 98225 877-630-7366

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature Curtis L. Smith Date **September 21, 2018**

OR

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

Express Waiver: 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.

Printed Name authorized company officer Title of authorized company officer

Address City State ZIP Phone

Signature Date

ADVANCE REPLACEMENTS

If there is a defect in workmanship or materials covered by this warranty in a camera, recorder, or component, and customer notifies Seon of such within sixty (60) days of:

- (a) the date of installation of such product if the installation of such product was done by Seon; or
- (b) if Seon did not install the product, of the date of shipment of the product to the customer by Seon,

and the customer requests advance replacement of such product by Seon, Seon will replace such product without charge in advance of return of such product by customer to Seon provided that if customer has not returned the defective product to Seon within sixty (60) days of the date of shipment by Seon of the advance replacement, then Seon will invoice the customer for the purchase price of the advance replacement product including shipping costs and any taxes, duties or other charges related to the advance replacement, and the customer shall pay to Seon the amount invoiced within 30 days of receipt of invoice, or if the customer has a written agreement with Seon regarding credit terms, then the customer shall pay the amount invoiced in accordance with the agreed-upon credit terms:

THIS WARRANTY SHALL NOT APPLY:

- (a) to equipment not supplied by Seon;
- (b) to computer equipment supplied by Seon (such as monitors, printers, servers and laptops) not manufactured by Seon. The customer must contact original manufacturer of such equipment for warranty terms and service;
- (c) to equipment, including, any components, which shall have been operated in excess of rated capacity, subject to negligence, accident, or damage by circumstances beyond Seon's control, or to improper installation, operation, maintenance, servicing, alterations or storage, modification without Seon's written authorization, misuse, vandalism, fire, floods or acts of nature so as, in Seon's exclusive and arbitrary judgment, to affect the same adversely;
- (d) to equipment that is installed utilizing installation products not supplied by Seon;
- (e) if the warranty seal on the DVR has been broken or tampered with;
- (f) if the serial number for the product has been altered in any way; or
- (g) if the product has been operated outside of the specified Operating Environment specified in the Seon User's Manual for such product, or
- (h) to cover any costs incurred by the customer for the removal of defective cameras or components or of non-defective cameras or components, or for the installation of repaired cameras or components or for the reinstallation of non-defective cameras or components, all of which are for the account of the customer.

Disclaimer

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SEON EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY OR FITNESS FOR PURPOSE AND ANY WARRANTIES OR MODIFIED WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.

Any description of the goods or services, whether in writing or made orally by Seon or Seon's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with customer's order are for the sole purpose of identifying the goods and/or services and shall not be construed as an express warranty. Any suggestions by Seon or Seon's agents regarding use, applications or suitability of the goods and/or services shall not be construed as an express warranty unless confirmed to be such in writing by Seon. Purchaser assumes full responsibility for selecting products to achieve purchaser's intended purposes, for properly installing and using those products, and for verifying the results obtained therefrom.

PURCHASER'S EXCLUSIVE REMEDY AND SEON'S ENTIRE LIABILITY ARISING FROM OR IN CONNECTION WITH PURCHASER'S USE OF THE PRODUCTS AND/OR THIS AGREEMENT SHALL BE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS, OR REFUND OR CREDIT OF THE PURCHASE PRICE OF THE PRODUCTS AS SET FORTH ABOVE. SEON SHALL NOT BE SUBJECT TO AND DISCLAIMS: (A) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (B) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE, AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO GOODS SOLD OR SERVICES RENDERED BY SEON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND CONTINGENT DAMAGES WHATSOEVER, EVEN IF SEON HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the generality of the foregoing, Seon specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of goods or any associated equipment, cost of capital, cost of substitute goods, facilities or services, down-time, shut-down or slow-down costs, or for any other types of economic loss, and for claims of customer's customers or any third party for any such damages. Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages, so this limitation or exclusion may not apply to purchaser. In no event shall Seon's total liability for any damages to purchaser or any other person in connection with the products or this agreement exceed the lower of the suggested list price or the actual price paid for the products, regardless of whether such liability arises from contract, tort, warranty or any other form of claim. If any provision of this agreement is found to be void, invalid, or unenforceable, that finding shall not affect the remaining provisions, all of which shall be enforced to the full extent permitted by law. If any remedy hereunder is determined to have failed of its essential purpose, the limitations of liability and exclusion of damages set forth above shall remain in full force and effect. This agreement may be modified only by a writing signed by a duly authorized representative of Seon.

Provisions Applicable to American Customers

For those customers whose mailing address is in the United States, Seon's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the State of WASHINGTON without giving effect to the conflict of laws rules thereof. The Superior Court of Washington for Whatcom County and U.S. District Court for the Western District of Washington (the "U.S. Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. Customer specifically consents to such Court's exercise of jurisdiction over it. The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the U.S. Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the U.S. Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser of Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

Provisions Applicable to Canadian Customers

For those customers whose mailing address is in Canada, Seon's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the Province of BRITISH COLUMBIA and the laws of Canada applicable therein without giving effect to the conflict of laws rules thereof. The courts of British Columbia (the "Canadian Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. The purchaser attorns to the exclusive jurisdiction of the jurisdiction of the Canadian Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the Canadian Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser of Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

The information contained herein is subject to change without notice.

Extended Warranty for Certain Products

The following extended warranty ("Extended Warranty") provisions apply to products ("Extended Warranty Products") in respect of which the customer has purchased the Extended Warranty as a separate product from Seon. If any provisions of the Extended Warranty conflict or are inconsistent with the provisions of the basic warranty set forth above, the provisions of the Extended Warranty shall govern.

Seon warrants the Extended Warranty Products against defects in workmanship and materials provided that such defects appear or are discovered within the extended warranty period set forth in the applicable warranty purchased by the customer and provided further that the purchaser of such products notifies Seon of such defects within 30 days of the appearance or discovery of such defects.

Under the Extended Warranty:

- (a) Seon will provide repairs to the Extended Warranty Product at no extra charge during the Extended Warranty period;
- (b) normal wear and tear IS covered, including replacement of hard drives if necessary;
- (c) the parts and repair labor required to complete all warranted repairs are included;
- (d) Seon will arrange and pay the cost of ground freight between customer's location and the Seon U.S.A. service facility (or such other location) as is designated by Seon in the relevant Return Material Authorization issued by Seon in respect of such Extended Warranty Product; and
- (e) Seon will pay freight, brokerage and duty costs to bring the goods to Canada, if required, in the sole and arbitrary opinion of Seon.

In addition to the telephone numbers provided above for reporting a warranty matter, purchasers of Extended Warranty products may report warranty matters by e-mail to Seon at: service@seon.com.

The purchaser reporting an Extended Warranty issue may request Seon to arrange for pick-up of the Extended Warranty Products and shall provide information as to the number of parcels and shall request a RETURN AUTHORIZATION (RA) NUMBER.

Seon will only be responsible for the cost of ground freight. Any additional costs for express modes of freight will be paid by the purchaser of the Extended Warranty Product. Advance replacements will not be provided.

A renewal or extension of the Extended Warranty is not automatic and will only be offered at the sole discretion of Seon and must be verified by Seon in writing.

MobileView[®] 7000 Series Recorders

IP Mobile Video Solutions for Public Transportation



Comprehensive solutions for today's mass transit applications



EXPERIENCED AND PROVEN TRACK RECORD

MobileView® has been developing innovative, industry leading solutions for mass transit applications since 1996. These video solutions have been deployed at over 150 transit agencies including 9 of the top 10 in the US*.

- Provides a safe and secure environment for driver and passengers
- Delivers valuable evidence to defend against fraudulent claims, support legitimate claims and pursue liability action when appropriate
- Discourages unwanted, antisocial and criminal behavior which helps improve passenger safety and overall experience while onboard public transportation
- Assists in providing asset protection and loss reduction due to vandalism, graffiti and other damage to transit and passenger property
- Recorded video can be used as an educational tool to help improve driver training and emergency response planning

YOUR TRUSTED SOLUTIONS PROVIDER

MobileView provides end-to-end turnkey solutions and services. The full-time, dedicated, transit professionals support every aspect of the mobile system.

- Networking experts ensure seamless integration with new or existing infrastructure across various platforms
- Complete installation services with on-site management to meet project schedules
- Wide range of service and support options
- On-site technical training from experts who have extensive installation, maintenance and operations experience



Improve driver and passenger safety



Maximize operational efficiency



Minimize fare evasions



Flexible mobile surveillance solutions

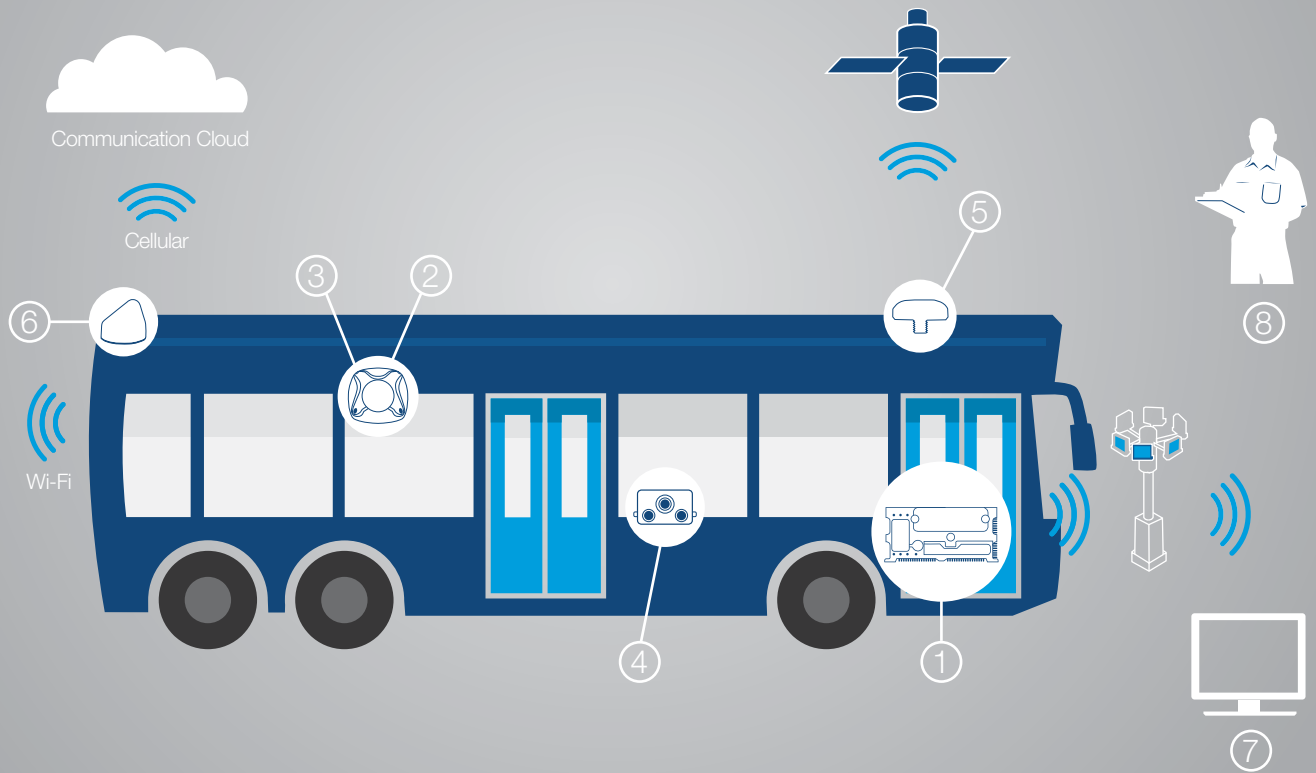


Reduce vandalism



Helps mitigate frivolous lawsuits

On-vehicle network solutions



①

Recorder

16-channel network video recorder offers the latest technology for optimal performance

②

Cameras

High-resolution images for full vehicle coverage inside and out

③

Audio

Audio recording synchronized with video from each audio-capable IP camera

④

Status Tag Switch

Real-time system status and video incident tagging (marking) to create a valuable, operator-triggered video archive

⑤

GPS

Enables real-time vehicle location, speed, heading and time synchronization

⑥

Communication Devices

Wireless helps users implement a cost-effective network. Upgrades to more advanced technologies, such as Wi-Max, 3G or LTE, are available for enhanced connectivity.

⑦

Software

Comprehensive management of video and data from vehicles makes critical information accessible in real-time or downloadable for later archiving

⑧

Services

MobileView offers a wide range of installation, maintenance, and extended warranty services to ensure optimal system performance and up-time

Recorders

Reliable recording to capture and store critical evidence

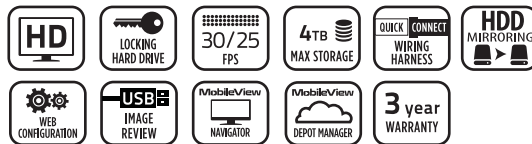
The MobileView 7000 Series Network Video Recorder (NVR) supports up to 16 IP-channels for full video and audio surveillance on transit and rail vehicles. Supporting individual configuration on each channel and video resolutions up to 4MP (camera dependent) at 30fps, the 7000 Series NVR allows tailored capture of the highest quality images without missing any important details.

This robust network video recorder also includes optional AC compliant wireless, 7-second power brownout protection and integrated GPS. Installation is simplified through a built-in Web server and a front-mounted plain text LCD keypad enables quick completion of system configuration.

All 7000 Series NVRs are compatible with MobileView Depot Manager which allows users to monitor fleet health status, receive automatic event notifications and download scheduling, camera checks and maintenance ticketing among others.

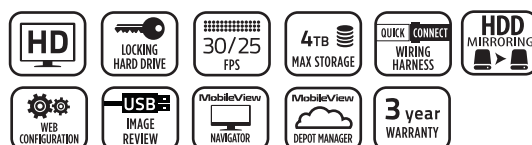


7000 NVR



- Up to 16 digital (IP) cameras at real-time frame rate and up to 4MP (camera dependent) resolution
- Flexible mass storage options (up to 4TB, Data Mirror option, SSD & HDD models)
- Recording quality configurable on alarm

7001H NVR



- Up to 16 analog or IP cameras at real-time frame rate and up to 4MP (camera dependent) resolution
- Flexible mass storage options (up to 4TB, Data Mirror option, SSD & HDD models)
- Recording quality configurable on alarm



Cameras

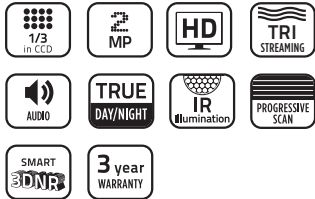
Details matter. See the difference with MobileView IP Cameras

MobileView IP cameras provide high definition images, making it easier to identify people and objects of interest even in the most challenging public transportation environments. With true day/night capabilities, built-in microphones and flexible power options for simple installation, MobileView cameras deliver maximum image quality and surveillance coverage. When installed along with a MobileView compatible recorder, cameras are remotely configured, minimizing system installation time. With interior and exterior camera options MobileView has you covered.

INTERNAL CAMERA



9100 Series

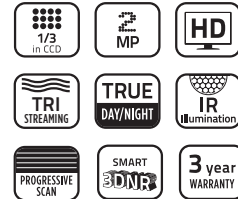


- Up to 2.0 MP resolution
- Flexible power options to simply install with 12VDC or PoE
- H.264 compression technology w/tri-streaming capability
- Low-profile, rugged design
- Tilt/Pan/Rotate adjustment
- IP66 and IK07 rating

EXTERNAL CAMERA



9000 Series



- Up to 2.0 MP resolution
- Flexible power options to simply install with 12VDC or PoE
- H.264 compression technology w/tri-streaming capability
- Tilt/Pan/Rotate adjustment
- IP68 and IK10 Rating

MobileView IP versus Standard Analog Camera



MobileView IP Cameras



Analog Cameras
Standard Resolution

Accessories

A variety of MobileView® accessories provide enhanced performance and security with advanced technology and integrated functions specifically designed for mobile applications.



Uninterruptible Power Supply (UPS)

- Provides power to the MobileView system in the event of an outage to help ensure uninterrupted operation
- Configurable alarm signal ensures critical video surveillance is retained
- Rugged construction can withstand operating temperatures from 0°C to 50°C
- Quick-connect battery terminals



Status Tag Switch

- Combines real-time recorder status indicator and Event Tag input in one device
- Tag alarm pushbutton switch
- Discrete and silent input for logging important events
- Fail-safe circuit monitoring in case of wire breaks



GPS Antenna

- GPS data integrates with MobileView software
- Mounts easily to roof
- High-performance GPS with 27 dB gain (active)
- Bottom exit coaxial cable with SMA connector
- Meets vehicle temperature and vibration standards



LCD Mobile Monitor

- Expanded field of view for enhanced safety while backing-up or maneuvering in challenging spaces
- Advanced display menu for easy use
- Signal trigger for side/rear view
- Auto day and night control
- Four video inputs

LCD Mobile Monitor

Designed for public transportation, a MobileView LCD Monitor can help increase driver awareness and improve passenger safety. The high-resolution monitors help operators see clear images from all designated camera inputs for optimum security and increased driver confidence.



Benefits

- Helps avoid rear-end collisions with passenger cars and other fleet vehicles
- Helps reduce accidents by making lane changes easier
- Assists with night time driving visibility
- Displays interior and exterior camera images on the monitor when fleet doors open
- Helps in mitigating frivolous lawsuits
- Increases operator situational awareness

Protecting video integrity as well as passengers

MobileView Navigator

Evidence Review

MobileView Navigator delivers remote device management, evidence review with mapping, and account management.

- Intuitive, user-friendly interface to view, search and save important evidence
- Displays vehicle location on map synced with video playback
- Import/Export address book capabilities
- Disk analysis timeline graphically shows alarm events
- Account management
- Built-in help files for easy instruction
- Built-in utility for evidence media creation



Advanced Wireless Connectivity

A wireless network infrastructure adds advanced capabilities for the MobileView Navigator software. While the vehicle is connected to the network the following features are available directly within the software using the integrated wireless of the NVR.

- Health status and diagnostics
- Remote access for video review and configuration
- GPS mapping
- Schedule video download requests that start and resume when vehicle is in range
- Automatically download video of alarm events

MobileView Depot Manager Software

Centralized Evidence. Anywhere. Anytime.

Take wireless connectivity a step further with Depot Manager. The software automates video evidence download and retrieval through the use of a wireless network infrastructure. Save manpower, maintain chain of custody and improve management of fleet operations by downloading specific events without manually removing hard drives.

- Real-time user dashboard airplays snapshot of key fleet performance indicators.
- Camera check feature automatically captures daily reference images ensuring proper on-board camera operation.
- Automatically retrieves driver duress and event-based video files with automatic email notifications.
- Evidence categories and vehicle groups allows users to sort and find information more quickly.
- Bulk configuration and system updates.
- Activity Directory integration available.

-  Secure Access
-  Comprehensive Monitoring
-  Video File Management
-  Fleet Health Diagnostics
-  Maintenance Management
-  Live Video Streaming
-  Reporting & Analytics

MobileView

A Safe Fleet Brand

MobileView® represents some of the most advanced mobile surveillance options for today's public transit systems. Beyond security products, MobileView also provides installation, maintenance and support services for all your transit needs.

MobileViewVideo.com

2019-7000-BR-030218

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**20 YEARS OF
INNOVATION**

MobileView® 7001H Hybrid Network Video Recorder

16-channel hybrid network video recorder for mobile transit applications



OVERVIEW

The MobileView 7001H Hybrid Network Video Recorder (NVR) supports up to 16 analog or IP channels for full video and audio surveillance on transit and rail vehicles. Supporting individual configuration on each channel and video resolutions up to 1080p at 30fps, the 7001H Hybrid NVR allows tailored capture of the highest quality images without missing any important details.

This robust NVR also includes optional 802.11 AC compliant wireless, power brownout protection and integrated GPS. A built-in web server simplifies installation and system checkout. The front-mounted, plain text LCD keypad provides detailed system status and allows quick access to device management tasks.

The 7001H Hybrid NVR is compatible with MobileView Depot Manager which allows users to monitor fleet health status, receive automatic event notifications, download scheduling, camera checks and maintenance ticketing and tracking.

STANDARD FEATURES

- Up to 16 analog or IP channels at real-time frame rate and up to 1080P resolution
- Flexible mass storage options (up to 4TB, Data Mirror option, SSD & HDD models)
- Recording quality configurable on alarm
- Integrated USB interface simplifies configuration and firmware updates
- 12 Digital Inputs/2 Analog Inputs/2 Relay Outputs
- Integrated GPS records vehicle speed, location and time sync
- Optional 802.11 AC, AN, BGN wireless
- LED and LCD displays provide at-a-glance and detailed system status
- Internal shock and vibration solution

MobileView[®] 7001H Hybrid Network Video Recorder

16-channel hybrid network video recorder for mobile transit applications

Specifications

Video Surveillance	
Channels	16 analog or IP
Frame Rate	NTSC: 1-30fps; PAL: 1-25fps
Recording Resolution	Configurable up to 1080p
Incoming Bandwidth	64Mbps
Video Output	1-ch CVBS Output, Aviation Connector, 1.0 Vp-p, 75 Ω; NTSC 704 x 480, PAL 704 x 576 1x VGA with configurable resolutions
Storage Capacity	Up to 4TB
Storage Solution	Dual 2.5" disk drives, support SSD and HDD technologies
Caddy	Removable, hot-swap support, built-in USB 3.0 interface
Data Export	Via HDD caddy
Geolocation & Positioning	GPS based tracking
Clock sync methods	Via GPS or network timeserver
Digital Input Recording	
Alarm Input	12 digital / 2 analog
Alarm Output	2 relay out 2 status out

Networking & Interfaces	
NIC	2, RJ45
Standard Protocols	DHCP, NTP, DNS
Wireless	Optional 802.11 AC, AN, BGN Wireless Client
Antenna	1 Wireless Antenna, 1 GPS Antenna, SMA Connector
USB/eSATA	1 USB 3.0
Serial Port	1 RS232, 1 RS422

Physical	
Dimensions (W x H x D)	8.1 x 4 x 11.42 in.
Weight	~ 15 lbs

Environmental	
Temperature	-20°C to 55°C (-4°F-131°F)
Humidity	10% – 95%

Electrical	
Power	Input: 9VDC to 32VDC; Output: DC +12V/2A
Power Consumption	30W typical

Ordering Information

MobileView 7001H NVR Kit Items

MVN-7300H-F1-K1	7001H, 16CH Hybrid NVR, Harness, Connection Kit
MVN-7300H-F1-01	7001H, 16CH Hybrid NVR, No Harness or Media

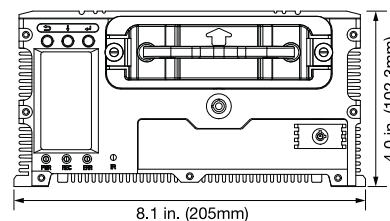
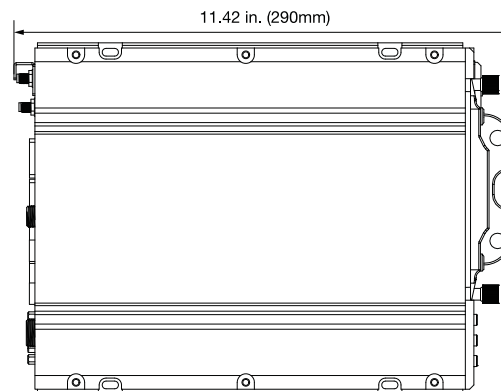
MobileView 7001H Caddy Kit Items

MVN-1002-K2-233	2TB Media Kit (1TB HDD + 1TB HDD Media), USB 3.0
MVN-1002-K2-233-SS	2TB Media Kit (1TB SSD + 1TB SSD Media), USB 3.0
MVN-1002-K2-433	4TB Media Kit (2TB HDD + 2TB HDD Media), USB 3.0

7001H Component & Accessory Items

MVN-T7300RF03	RF Option Card, 802.11 AC,AN,BGN, Dual-Mode
MVN-4004-00-00	Docking Station Interface
MVN-4037-00-P1A	7001H, J1 Power Harness, 15 in. length
MVN-4037-00-P2A	RS485 Serial Port Harness, 15 in. length
MVN-4037-00-P3	Serial Port Harness, 15 in. length
MVN-4037-00-P4	Rear AV Monitor Harness, 15 in. length
MVN-4037-00-P67	J2, J3, J5 Multi IO Harness, 15 in. length
MVN-4037-40-00	4CH Analog Video Harness, 15 in. length
MVN-4039-IH-01F	Interconnect Harness, 2Pin to 3Pin Molex, Qty. 16
MVN-4039H-F0-00	Hybrid Connection Kit, 16 Analog

Dimensional Diagrams



9000 Series Exterior Analog/ IP Camera

Vandal resistant true day/night camera for mobile video surveillance



OVERVIEW

With an IP68/IK10 rating and built-in heater, the MobileView® External Analog/IP Camera is ideally suited for exterior transit vehicle applications. The camera is vandal resistant with both 12VDC and PoE power options to simplify installation in analog or IP systems. It is equipped with day/night capabilities, and responds quickly to changes in light levels, ensuring high image quality even in the most challenging transit environments. Progressive scan allows the camera to capture moving objects without distortion, while H.264 compression greatly optimizes bandwidth and storage without compromising image quality.

STANDARD FEATURES

- Up to 2.0MP resolution
- H.264 compression technology with tri-streaming capability accommodates multiple settings
- True day/night functionality and infrared illuminators for capturing images in various lighting scenarios
- 32GB Micro SD Card included in 9002 models
- Tilt/pan/rotate
- Flexible power options to simplify installation with PoE or 12VDC
- Low-profile, rugged design
- IP68 and IK10 rating

9000 Series Exterior Analog/IP Camera

Vandal resistant true day/night camera for mobile video surveillance

Specifications

Camera

Sensor (1.3MP Camera)	1.3MP 1/3" Progressive Scan CMOS
Sensor (2.0MP Camera)	2.0MP 1/3" Progressive Scan CMOS
IP Compression/Standard	H.264
Maximum Resolution @ FPS (1.3MP Camera)	1280x960 (25fps/30fps)
Maximum Resolution (2.0MP Camera)	1080p
Resolution	Analog: 520+ TVL IP Alarm Stream: max 960p/XVGA @ 30fps IP Primary Stream: max 720p @ 15fps IP Alternate Stream: max 4CIF @ 15fps
Frame Rate	50Hz: 25fps (1280 x 960), 60Hz: 30fps (1280 x 960)
S/N Ratio	50dB
Electronic Shutter	50Hz: 1/25s~1/100,000s, 60Hz: 1/30s~1/100,000s
Certification	FCC, RoHS

Lighting Performance

Wide Dynamic Range (1.3MP Camera)	70dB
Wide Dynamic Range (2.0MP Camera)	120dB
Digital Noise Reduction	3D
Day/Night	IR cut filter with auto switch
White Balance	Yes, Auto 200K to 10,000K
Active Gain Control	Yes, Auto
Motorized IR Cut Filter	Yes
Color Sensitivity (1.3MP Camera)	0.5 Lux @ 70 IRE (f1.2, AGC On)
Color Sensitivity (2.0MP Camera)	0.01 Lux @ 70 IRE (f1.2, AGC On)
B/W Sensitivity	0 Lux @ 70 IRE (f1.2, AGC On)
IR Range	15m (49 ft), Smart IR to eliminate over exposure

Housing

Camera Type	Exterior Wedge Camera
Ratings	IP68 & IK10
Outdoor	Yes
Vandal Resistant	Yes

Ordering Information

MVC-9000-28-WI	Exterior Camera, 1.3MP, IP/Analog, True D/N, IR, 2.8mm lens, 12VDC/PoE, White
MVC-9000-40-WI	Exterior Camera, 1.3MP, IP/Analog, True D/N, IR, 4.0mm lens, 12VDC/PoE, White
MVC-9002-28-WI	Exterior Camera, 2MP, IP/Analog, True D/N, IR, 2.8mm lens, DC 12V 0.5A/PoE 0.2A, 32GB, White
MVC-9002-40-WI	Exterior Camera, 2MP, IP/Analog, True D/N, IR, 4.0mm lens, DC 12V 0.5A/PoE 0.2A, 32GB, White
MVC-9002-28-WI-G	Exterior Camera, 2MP, IP/Analog, True D/N, IR, 2.8mm lens, DC 12V 0.5A/PoE 0.2A, 32GB, White, Glass Bubble
MVC-9002-40-WI-G	Exterior Camera, 2MP, IP/Analog, True D/N, IR, 4.0mm lens, DC 12V 0.5A/PoE 0.2A, 32GB, White, Glass Bubble

Lens

Control Type	Fixed
Focal Length	2.8, 4.0mm
Auto Iris	Yes
Varifocal	No

Power

Voltage Input & Power Consumption (1.3MP Camera)	12V Power Source: 7W, maximum PoE Power Source: 8W, maximum
Voltage Input & Power Consumption (2.0MP Camera)	12V Power Source: 4.5W, maximum PoE Power Source: 6W, maximum
PoE	802.3af

Network

Bit Rate	64 Kbps-6Mbps
Network Protocols	TCP/IP, HTTP, DHCP, DNS, DDNS, RTP, RTSP, PPPoE, SMTP, NTP, SNMP, HTTPS, FTP, 802.1x, Qos, IPv6
Interoperability	ONVIF (Profile S), PSIA, CGI

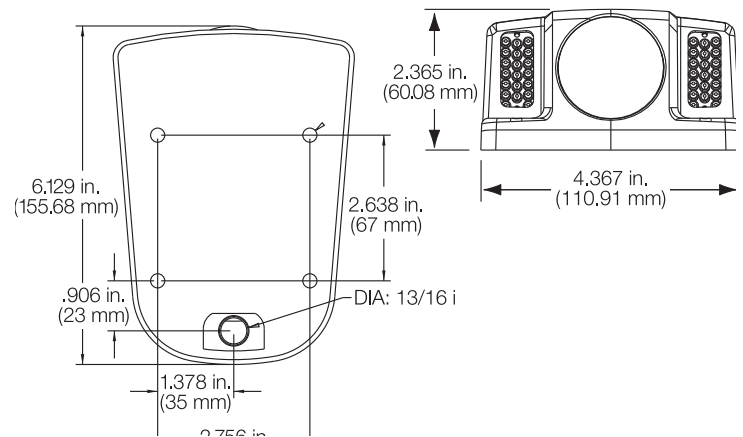
Other

Special Feature	'Tilt' adjustment: 0 to 30 degrees from horizontal 'Pan' adjustment: 4mm: +/- 15 degrees 2.8mm: +/- 9 degrees Built-in Heater (1.3MP Camera only)
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Mechanical/Environmental

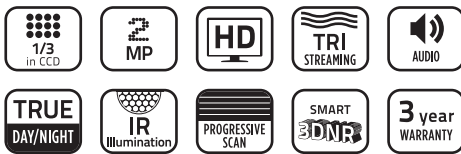
Weight	1.9 lbs
Operating Temperature	-30°C to +65°C (-22°F to 149°F)

Dimensional Diagrams



9100 Series High Resolution Analog/IP Camera

True day/night mini-dome camera with built-in microphone for mobile video surveillance



OVERVIEW

The MobileView® 9100 Series Mini-Dome Camera is the ideal choice for providing high-definition images in mass transit surveillance applications. The mini-dome camera comes with flexible lens options, built-in microphone and both 12VDC or PoE power options to simplify analog or IP installations. The camera offers true day/night functionality and built-in Infrared Illuminators to capture images in low light scenarios to ensure high image quality even in the most challenging transit environments. Tri-streaming capability allows users to easily configure and optimize bandwidth and storage settings according to needs. Users can configure the camera to generate three separate H.264 streams simultaneously.

STANDARD FEATURES

- Up to 2.0 Mpx
- Simultaneous analog and IP video outputs
- H.264 compression technology with tri-streaming capability with independent settings
- True day/night functionality and built-in infrared illuminators for capturing images in various lighting scenarios
- Built-in microphone
- 32GB Micro SD Card included in 9102 models
- Flexible power options to simplify installation with PoE or 12VDC
- Fully adjustable mounting bracket available for forward-facing position
- Low-profile, rugged design
- IP66 and IK07 rating

9100 Series High Resolution Analog/IP Camera

True day/night mini-dome camera with built-in microphone for mobile video surveillance

Specifications

Camera	
Sensor (1.3Mpx Camera)	1.3Mpx 1/3" Progressive Scan CMOS
Sensor (2.0Mpx Camera)	2.0Mpx 1/3" Progressive Scan CMOS
IP Compression/Standard	H.264
Maximum Resolution @ FPS (1.3Mpx Camera)	1280x960 (25fps/30fps)
Maximum Resolution (2.0Mpx Camera)	1080p
Resolution	Analog: 520+ TVL IP Alarm Stream (1.3Mpx Camera): max 960p/XVGA @ 30fps IP Alarm Stream (2.0Mpx Camera): max 1080p/XVGA @ 30fps IP Primary Stream: max 720p @ 15fps IP Alternate Stream: max 4CIF @ 15fps
Frame Rate	50Hz: 25fps (1280 x 960), 60Hz: 30fps (1280 x 960)
S/N Ratio	50dB
Electronic Shutter	50Hz: 1/25s~1/100,000s, 60Hz: 1/30s~1/100,000s
Certification	FCC, RoHS

Lighting Performance	
Wide Dynamic Range (1.3Mpx Camera)	70 dB
Wide Dynamic Range (2.0Mpx Camera)	120 dB
Digital Noise Reduction	3D
Day/Night	IR cut filter with auto switch
White Balance	Yes, Auto 200K to 10,000K
Active Gain Control	Yes, Auto
Motorized IR Cut Filter	Yes
Color Sensitivity (1.3Mpx Camera)	0.5 Lux at 70 IRE (f1.2, AGC On)
Color Sensitivity (2.0Mpx Camera)	0.01 Lux at 70 IRE (f1.2, AGC On)
B/W Sensitivity	0 Lux at 70 IRE (f1.2, AGC On)
IR Range	Up to 10m, Smart IR

Housing	
Camera Type	Low Profile Dome Camera
Ratings	IP66 & IK07
Outdoor	Yes
Vandal Resistant	Yes

Lens	
Control Type	Fixed
Focal Length	2.8, 4.0, 6.0, 8.0mm
Varifocal	No

Power	
Voltage Input & Power Consumption	12V Power Source: 4W, maximum PoE Power Source: 5W, maximum
PoE	PoE (802.3af)

Other	
Special Feature	3-axis adjustment

Network	
Bit Rate	64 Kbps-6Mbps
Network Protocols	TCP/IP, HTTP, DHCP, DNS, DDNS, RTP, RTSP, PPPoE, SMTP, NTP, SNMP, HTTPS, FTP, 802.1x, Qos, IPv6
Interoperability	ONVIF (Profile S), PSIA, CGI

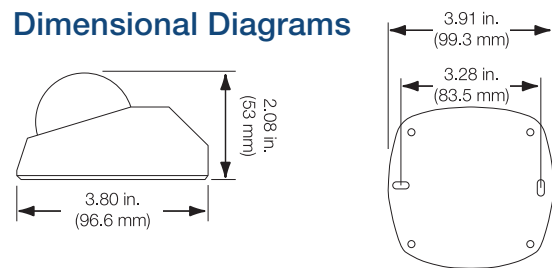
Audio	
Audio Processing	Codecs: G.711 mu-law, G.726
Audio Sensitivity	-25 dBV
Audio S/N	62 dB at 94 dB Sound Pressure Level, minimum

Mechanical/Environmental	
Dimensions	99 x 97 x 53mm
Weight	14 oz (407 g)
Operating Temperature	-20°C to +60°C (-4°F to 140°F)
Audio/Power Connector	Molex 39-01-4036 (Pin 1 is Power +12V, Pin 2 is Ground, Pin 3 is Audio)
PoE & IP Audio	RJ45

Ordering Information

MVC-9100-28-WI	Mini-Dome Camera w/Audio, 1.3Mpx, IP/Analog, True D/N, IR, 2.8mm Lens, 12VDC/PoE, White
MVC-9100-28-BK	Mini-Dome Camera w/Audio, 1.3Mpx, IP/Analog, True D/N, IR, 2.8mm Lens, 12VDC/PoE, Black
MVC-9100-40-WI	Mini-Dome Camera w/Audio, 1.3Mpx, IP/Analog, True D/N, IR, 4.0mm Lens, 12VDC/PoE, White
MVC-9100-60-WI	Mini-Dome Camera w/Audio, 1.3Mpx, IP/Analog, True D/N, IR, 6.0mm Lens, 12VDC/PoE, White
MVC-9100-80-BK	Mini-Dome Camera w/Audio, 1.3Mpx, IP/Analog, True D/N, IR, 8.0mm Lens, 12VDC/PoE, Black
MVC-9100-FF-BRKT	MVC-9100 Forward-facing Camera Mount Bracket, Black
MVC-9100-28-BK-FF	FF Mini-Dome Camera w/Audio, 1.3Mpx, IP/Analog, True D/N, IR, 2.8mm Lens, 12VDC/PoE, Black
MVC-9102-28-WI	Mini-Dome Camera w/Audio, 2MP, IP/Analog, True D/N, IR, 2.8mm lens, DC 12V 0.3A/POE 0.1A, 32GB, White
MVC-9102-28-BK	Mini-Dome Camera w/Audio, 2MP, IP/Analog, True D/N, IR, 2.8mm lens, DC 12V 0.3A/POE 0.1A, 32GB, Black
MVC-9102-40-WI	Mini-Dome Camera w/Audio, 2MP, IP/Analog, True D/N, IR, 4.0mm lens, DC 12V 0.3A/POE 0.1A, 32GB, White
MVC-9102-60-WI	Mini-Dome Camera w/Audio, 2MP, IP/Analog, True D/N, IR, 6.0mm lens, DC 12V 0.3A/POE 0.1A, 32GB, White
MVC-9102-80-BK	Mini-Dome Camera w/Audio, 2MP, IP/Analog, True D/N, IR, 8.0mm lens, DC 12V 0.3A/POE 0.1A, 32GB, Black

Dimensional Diagrams





MobileView® 9800 Series

3MP IP Tilt Camera



OVERVIEW

The MobileView 9800 Series IP Tilt Camera is the perfect choice for transportation customers who require a flexible camera with a small form factor.

The camera can be mounted in any interior or exterior vehicle location, including forward-facing. The camera can be rotated to reach the desired field of view. The 3MP resolution provides superior image quality, even in the most challenging lighting conditions. Simple to install, the camera is available in multiple focal lengths, and comes with a built-in microphone and a 32GB Micro SD card that can support edge recording for video playback.

STANDARD FEATURES

- Tempered-glass lens
- 3MP resolution
- Simultaneous analog and IP video outputs
- H264/H265 compression technology with tri-streaming capability and independent settings
- True day/night functionality and built-in infrared illuminators for capturing images in various lighting scenarios
- Built-in microphone
- 32GB Micro SD card included
- Comes with accessories to mount in exterior or forward-facing positions
- IP69K rating

MobileView® 9800 Series

3MP IP Tilt Camera

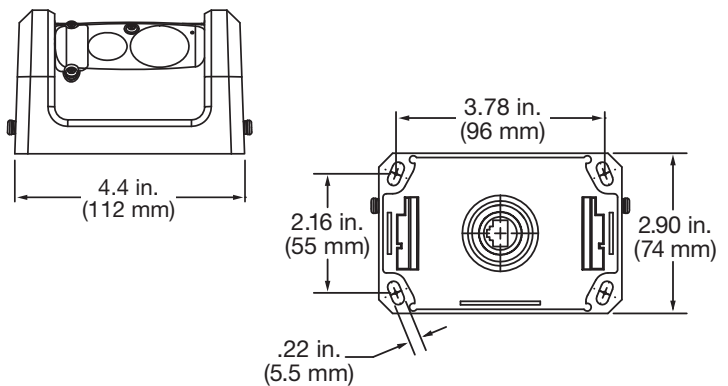
Specifications

Camera	
Sensor	3.0MP, 1/3" Prog. Scan CMOS
IP Compression	H.264, H.264+, H.265, SVC Prim, Alt and Alarm streams can be individually configured to record with H264 or H265
Max Resolution	3.0MP
Analytics	Camera Tampering Exception (Camera Fault)
Configuration	Webpage and Recorder
Video Outputs	3 IP 1 Analog
Lens	
Control Type	Fixed
Focal Length	2.8, 4.0, 8.0mm
Varifocal	No
Lighting Performance	
Day/Night	True (Cut Filter)
IR Range	Up to 20m, Smart IR 1 IR Emitter
Dynamic Range (Digital)	120dB
Color Sensitivity	0.01 Lux @ 70 IRE (f1.2,AGC ON)
B/W Sensitivity	0 Lux @ 70 IRE (f1.2)
Power	
PoE	PoE (802.3af)
Power Consumption, Max	PoE Power Source: 6W, maximum
Housing	
Camera Type	Tilt Camera
Outdoor	Yes
Vandal Resistant	Yes
Audio	
Microphone	Built-in Microphone
Audio Frequency Response	80-4000Hz
Audio Sensitivity	-37 +/--3dB
Audio S/N	42dB at 1PA sound pressure level
Network	
Bit Rate	64Kbps ~ 4Mbps
Network Protocols	TCP/IP, DHCP, DNS, RTP, RTSP, NTP, SNMP, HTTPS, SSH, 802.1x, Qos, IPv6
Interoperability	ONVIF (Profiles S), PSIA, CGI
Mechanical/Environmental	
Dimensions (LxWxD inch)	4.4 x 2.8 x 2.9
Weight	Camera: 18.9oz (0.54kg) Camera with FF bracket: 50oz (1.4kgs)
Operating Temp	-40C to +75C
Rating	IP69K
IP and Analog Connection	RJ45 with Twist Lock, BNC

Ordering Information

	Mounting Location	Notes
MVC-9800-28-WI		
Tilt Camera w/Audio, 3MP, IP, True D/N, IR, 2.8mm lens, POE 0.2A, White, 32GB SD, Brush Guard, H.265	Rear Exterior, Ceiling Interior	
MVC-9800-40-WI		
Tilt Camera w/Audio, 3MP, IP, True D/N, IR, 4.0mm lens, POE 0.2A, White, 32GB SD, Brush Guard, H.265	Ceiling Interior	
MVC-9800-28-WI-FF		
Tilt Camera w/Audio, 3MP, IP, True D/N, IR, 2.8mm lens, POE 0.2A, White, Forward Facing, 32GB SD, Bracket, H.265	Forward Facing	Includes articulated 'arm' and rubber boot to reduce glare
MVC-9800-80-WI-FF		
Tilt Camera w/Audio, 3MP, IP, True D/N, IR, 8.0mm lens, POE 0.2A, White, Forward Facing, 32GB SD, Bracket, H.265	Forward Facing	Includes articulated 'arm' and rubber boot to reduce glare
MVC-9800-40-WI-S		
Tilt Camera w/Audio, 3MP, IP, True D/N, IR, 4.0mm lens, POE 0.2A, White, Side, 32GB SD, Brush Guard, H.265	Side Exterior	Includes 3 thin metal wedges for mounting

Dimensional Diagrams



MobileView[®] 9830 Series

2MP IP Tilt Camera



OVERVIEW

The MobileView 9830 Series IP Tilt Camera is the ideal choice for paratransit and mass transit customers who require a small form factor with full vehicle coverage.

The camera can be mounted in any interior or exterior vehicle location, including forward-facing. The camera can be rotated to reach the desired field of view. The 2MP resolution provides high image quality, even in challenging lighting conditions. Simple to install, the camera is available in multiple focal lengths, and comes with a built-in microphone.



STANDARD FEATURES

- Tempered-glass lens
- H264 compression technology with tri-streaming capability and independent settings
- True day/night functionality and built-in infrared illuminators for capturing images in various lighting scenarios
- Built-in microphone
- Comes with accessories to mount in exterior or forward-facing positions
- IP69K rating

MobileView® 9830 Series

2MP IP Tilt Camera

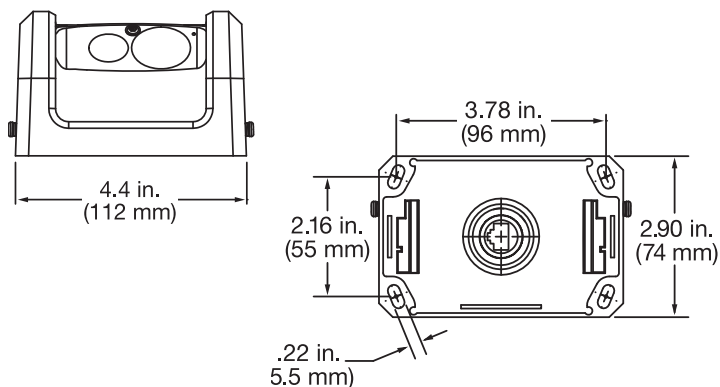
Specifications

Camera	
Sensor	2.0MP, 1/3" Prog. Scan CMOS
IP Compression	H.264
Max Resolution	2.0MP
Analytics	Camera Tampering Exception (Camera Fault)
Configuration	Webpage and Recorder
Video Outputs	3 IP
Lens	
Control Type	Fixed
Focal Length	2.8, 4.0, 8.0mm
Varifocal	No
Lighting Performance	
Day/Night	True (Cut Filter)
IR Range	Up to 20m, Smart IR 1 IR Emitter
Dynamic Range (Digital)	120dB
Color Sensitivity	0.01 Lux @ 70 IRE (f1.2, AGC ON)
B/W Sensitivity	0 Lux @ 70 IRE (f1.2)
Power	
PoE	PoE (802.3af)
Power Consumption, Max	PoE Power Source: 6W, maximum
Housing	
Camera Type	Tilt Camera
Outdoor	Yes
Vandal Resistant	Yes
Audio	
Microphone	Built-in Microphone
Audio Frequency Response	80-4000Hz
Audio Sensitivity	-37 +/-3dB
Audio S/N	42dB at 1PA sound pressure level
Network	
Bit Rate	64Kbps ~ 4Mbps
Interoperability	ONVIF® (Profiles S), PSIA, CGI
Mechanical/Environmental	
Dimensions (LxWxD inch)	4.4 x 2.8 x 2.9
Weight	Camera: 17.4oz (0.49kg) Camera with FF bracket: 48oz (1.36kgs)
Operating Temp	-40C to +75C
Rating	IP69K
IP Connection	RJ45 with Twist Lock

Ordering Information

MVC-9830-28-WI	Tilt Camera w/Audio, 2MP, IP, True D/N, IR, 2.8mm Lens, PoE 0.2A, White
MVC-9830-40-WI	Tilt Camera w/Audio, 2MP, IP, True D/N, IR, 4.0mm Lens, PoE 0.2A, White
MVC-9830-28-WI-S	Tilt Camera w/Audio, 2MP, IP, True D/N, IR, 2.8mm Lens, PoE 0.2A, White, Side
MVC-9830-40-WI-S	Tilt Camera w/Audio, 2MP, IP, True D/N, IR, 4.0mm Lens, PoE 0.2A, White, Side
MVC-9830-80-WI-S	Tilt Camera w/Audio, 2MP, IP, True D/N, IR, 8.0mm Lens, PoE 0.2A, White, Side
MVC-9830-28-WI-FF	Tilt Camera w/Audio, 2MP, IP, True D/N, IR, 2.8mm Lens, PoE 0.2A, White, Forward Facing, Bracket
MVC-9830-80-WI-FF	Tilt Camera w/Audio, 2MP, IP, True D/N, IR, 8.0mm Lens, PoE 0.2A, White, Forward Facing, Bracket

Dimensional Diagrams



MVNS-3200

8- or 16-Port Unmanaged Network Switch



OVERVIEW

The MobileView® MVNS-3200 is an 8- or 16-port unmanaged switch. The switch provides plug-and-play installation and is ideal for use in mobile environments. Network performance is optimized to support simultaneous transmission of video from up to 16 IP camera sources, each at 1080p resolution and 30 frames per second without frame loss. Dual Gigabit uplink ports ensure plenty of bandwidth is available for the most data intensive applications.

The MVNS-3200 features a solid aluminum chassis with built-in surface-mount flange for added strength during installation, locking connectors for power and interconnect harnessing, integrated cable management bars, and a fanless solid-state design. The switch accepts a wide operating voltage range (9-32VDC depending on model) and provides LED indicators to communicate device status and health diagnostics at a glance. Additionally, a fault relay and power control input allows for remote fault monitoring and On/Off control of the device.

STANDARD FEATURES

- 8- or 16-port models available
- 8-port model user expandable to 16-port
- Fault relay output for remote monitoring
- Wide operating voltage range (9-32VDC depending on model)
- Remote ON/OFF control input
- Dual GB uplink ports
- Front LED status indicators

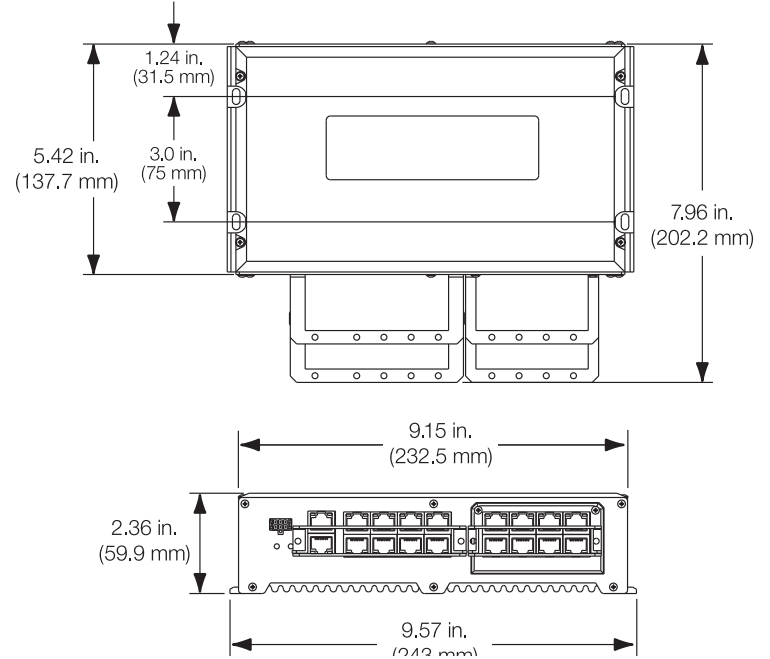
MVNS-3200

8- or 16-Port Unmanaged Network Switch

Specifications

Ethernet Standards	IEEE802.3i (10BASE-T) IEEE802.3u (100BASE-TX) IEEE802.3ab (1000BASE-T)
Power over Ethernet	IEEE802.3af Class 2 48VDC @ 6W per Port for IP Cameras
Ports	2 x Gigabit Ethernet Ports 8 or 16 10/100Mb/s PoE Ports
Transmission Speed(s)	1000Mb/s, 100Mb/s, 10Mb/s
Switch Technology	Store and Forward
Protocol	CSMA/CD
MAC Address Table Size	8KB
RAM Buffer	1MB
Switch Capacity	Basic: 16 Port @ 100Mb/s + 2 Port @ 1Gb/s Advanced: 16 IP Cameras @ 1920 x 1080, 30fps, 4096kb/s bitrate
Electrical	
Input Voltage	9 to 32 VDC (8 Port Model) 16 to 32 VDC (16 Port Model)
Minimum Startup	10.8 VDC
Input Current	7.5 Amp Max
Outputs	Fault Relay (Form C: NC/C/NO)
Power Control Input	0-1VDC = OFF / 5-32VDC = ON

Dimensional Diagrams

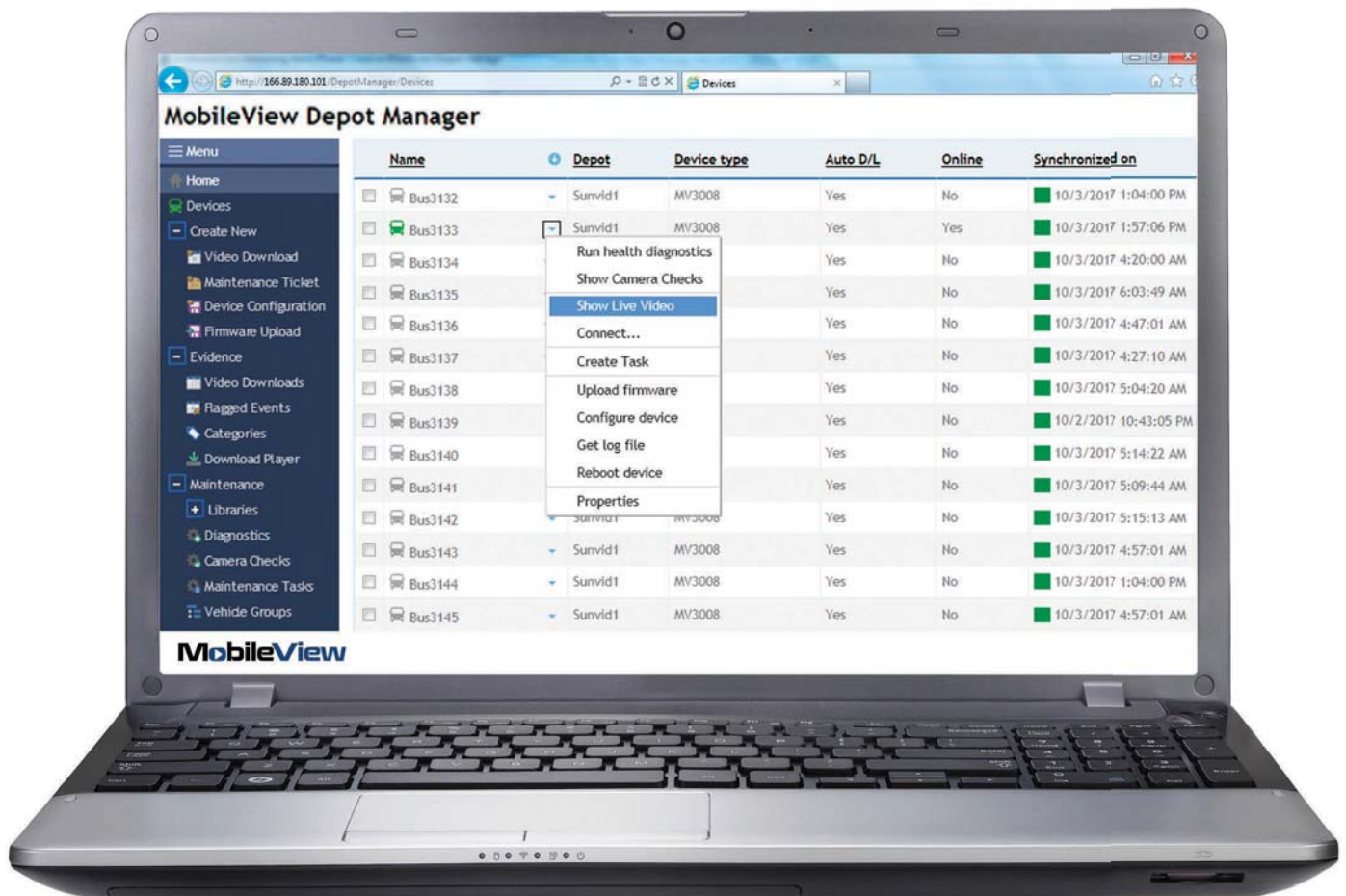


Ordering Information

MVNS-3200-8PF	MVNS-3200, Dual GB Uplink, 8-Port PoE, Fast Ethernet, Power Harness and Cable Management Kit
MVNS-3200-8PF-8EPF	MVNS-3200, Dual GB Uplink, 8+8 (16) Port PoE, Fast Ethernet, Power Harness and Cable Management Kit
MVNS-3200-E-8PF	MVNS-3200, Expander Module, 8-Port PoE, Fast Ethernet, Cable Management Bar
MVNS-3200-S1-00	MVNS-3200, Power Harness, 15 inch
MVNS-3200-CM-K2	MVNS-3200, 16-Port Cable Management Kit

MobileView® Depot Manager

Central solution for fleet health and video evidence management





In public transportation, information is everything.

-  Secure Access
-  Comprehensive Monitoring
-  Video File Management
-  Fleet Health Diagnostics
-  Maintenance Management
-  Live Video Streaming
-  Reporting & AnalyticsLive Vide

MobileView® Depot Manager represents an advanced software solution built for today's mass transit applications.

The MobileView Depot Manager software provides control of video assets to enhance security, maximize resources and increase vehicle uptime. With a central controller, the system operates seamlessly across multiple depots on small, medium or large corporate networks. Video evidence can be downloaded and archived quickly and easily, all through a wireless network. By downloading specific events without manually removing hard drives, users can reduce manpower requirements, maintain the custody chain and improve fleet operation management. Live video capability further extends functionality of maintenance and emergency personnel to monitor real-time on-board cameras and events.

Built-in features for effective video management

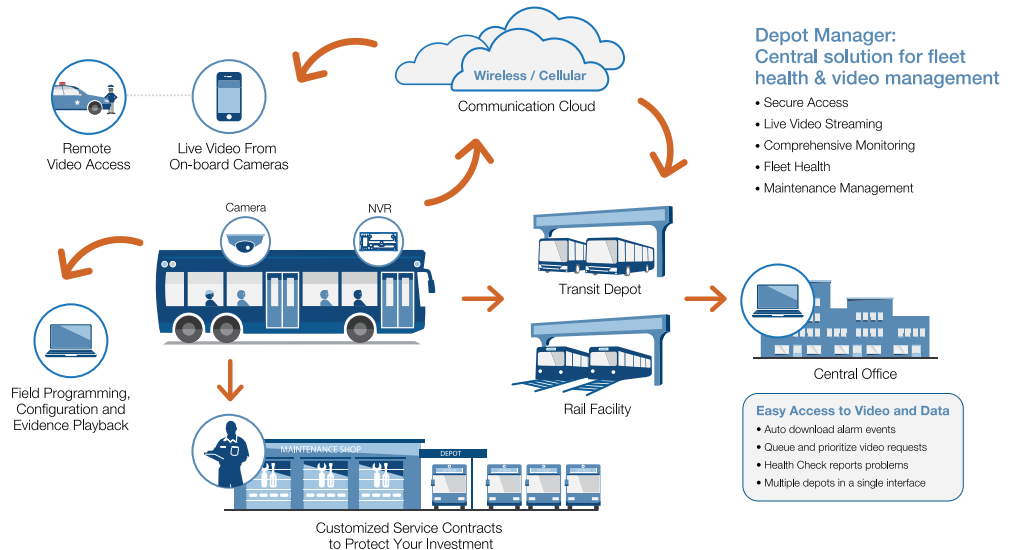
The MobileView® Depot Manager software automates video evidence download and retrieval through the use of a wireless network infrastructure. Save manpower, maintain chain of custody and improve management of fleet operations by downloading specific events without manually removing hard drives.

- Real-time user dashboard displays a snapshot of key performance indicators to increase vehicle uptime
- The Camera Checks feature automatically captures daily reference images ensuring proper operation of on-board vehicle cameras
- Automatically retrieves driver duress and event-based video files with automatic email notifications across a single or multiple depots

- Bulk configuration and system updates reduce system administration and management activity
- Audit trail can track user activity for forensic analysis
- Integrated maintenance features allows users to track vehicle uptime
- Automated reporting system allows management to keep up-to-date without logging in via scheduled emails
- Evidence categories and vehicle groups allow users to sort and find information more quickly
- Active Directory integration for customers who wish to utilize an existing array of accounts on their existing network
- Metadata playback for understanding vehicle-based elements that occur at the time of an incident
- Bookmarking gives users the ability to take notes directly on the video segment, further enhancing the evidence review process
- Integrated GPS mapping for all aspects of live, recorded, and video export processes

Wireless Communication Solution

Our wireless solution can integrate with existing corporate infrastructure or we can design, install and support a cost-effective private wireless solution to meet your needs.



Real time video access to vehicles on the move

MobileView Depot Manager software provides easy access to critical business information when and where it's needed most — making it ideal for busy transit professionals on the go. Through a password-protected, secure web browser, users can view live video from primary or alternate streams, configure and manage devices from a desktop PC or remotely using any Web-enabled device including smartphones and tablets.

A mobile app, MobileView Live, is also available to download from iTunes or Google Play for smartphones and tablets. Ideal for remote monitoring and maintenance of cameras, the mobile app gives security personnel live camera views of up to 16 channels from any wireless connection — anywhere, anytime.



Minimum Server Hardware Requirements

Hardware Component	Minimum
Operating System	Windows Server 2012
Database	Microsoft SQL 2014
Browser Support	Internet Explorer 9, 10, 11 Google - Chrome 34+
Other	Microsoft .NET Framework 4.0
Processor	Intel Core™ i7 or Xeon 4+ core systems
Memory	16 GB
Hard Drive	500 GB for OS and Database in RAID 1 or 5 2 TB for Video Storage Array RAID 5 or 6
Network	Gigabit

Client Software Requirements

Software	Version
Operating System	Microsoft Windows 7 32-bit Microsoft Windows 7 64-bit Windows 10
Browser	Microsoft - Internet Explorer 9, 10, 11 Google - Chrome 34+
Other	Microsoft .NET Framework 4.0
Processor	Intel Core i5 (i7 Preferred)
Memory	8 GB
Storage	500 GB
Graphics Card	NVIDIA 512MB
Network	Gigabit

Ordering Information

MVSW-DM-VL-01	Single Vehicle License
MVSW-DM-S-CLD	Central Server License
MVSW-DM-S-DEP	Single Remote Depot License
MVSW-DM-S-EVD	Video Evidence Module
MVSW-DM-S-RHM	Remote Health Monitoring Module
MVSW-DM-S-SMA	Software Maintenance Agreement

Mobile Device Support

Apple iPad®	iOS 8.0 minimum and included Safari® Browser
Windows® Tablet	Windows 10 using Internet Explorer
Android™	OS 4.0 included Google Chrome Browser

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Compatible Recorders

MobileView III (legacy)
MobileView 3000 Series
MobileView 7000 Series

MobileView

A Safe Fleet Brand

MobileView® represents some of the most advanced mobile surveillance options for today's public transit systems. MobileView provides a mix of security products, installation, maintenance and support services for all your transit needs.

MobileViewVideo.com

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