

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works MA

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE August 23, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract for the Purchase and Installation of a Security Camera System for Stanislaus County's Stanislaus Regional Transit (StaRT) Public Transit Buses to SEON Design (USA) Corporation (SEON)

STAFF RECOMMENDATIONS:

1. Approve the award of the Contract for the purchase and installation of a security camera system for Stanislaus County's Stanislaus Regional Transit (StaRT) public transit buses to SEON Design (USA) Corporation.
2. Authorize the Public Works Transit Division Manager to sign and execute all necessary documents.

FISCAL IMPACT:

The contract cost with SEON is a not to exceed amount of \$155,385.58. The total project cost is \$169,370.28, including \$13,984.70 for contingency (\$7,769.28 or 5% of contract cost) and County staff administrative costs (\$6,215.42 or 4% of contract cost). The contingency and administrative costs are within Federal and State guidelines. The project, including County staff administrative costs, will be 100% funded by a Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006 (Proposition 1-B Homeland Security) grant. Funding is included in the Public Works Local Transit System's Fiscal Year 2011-2012 budget. There is no impact on the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2011-487

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Contract for the Purchase and Installation of a Security Camera System for Stanislaus County's Stanislaus Regional Transit (StaRT) Public Transit Buses to SEON Design (USA) Corporation (SEON)

DISCUSSION:

The Department of Public Works Transit Division recommends the Stanislaus County Board of Supervisors approve entering into a contract with SEON Design (USA) Corporation (SEON) for the purchase and installation of a security camera system for the County's Stanislaus Regional Transit (StaRT) public transit buses.

After a competitive request for proposal (RFP) process overseen by the County's General Services' Purchasing Division, an evaluation panel, composed of County Transit Division staff, the County's transit contractor and City of Modesto Transit Staff, determined that SEON would best meet the specifications and requirements of the RFP and selected them as the vendor for the project.

As the County's bus fleet has grown and security camera technology has improved, the need for updating the County's StaRT bus security camera system has increased. The current security camera system on the StaRT buses has outlived its useful life and has operational issues. The current Transit Surveillance System cameras have been in seven (7) of the StaRT buses since November 2003 and are beyond their federal useful life of five (5) years. The proposed system will allow for greater visual and audio coverage of activities on-board and immediately outside the buses than provided by the current system. With improved infrared technology, it will also provide much better video quality at night than the current system. In case of an emergency on the bus, the new system will enable safety personnel to see inside the bus from an out-of-the-bus location. The new system will also provide for cameras in the StaRT dial-a-ride-sized buses, where currently there are no cameras. The improved system will provide enhanced security for StaRT passengers and drivers.

In addition to enhanced security, the proposed system will improve staff efficiency. The system will enable staff to do passenger counts and time checks on bus routes without having to physically ride the buses. This will help provide important information about possible needed amenities at the busier bus stops and when to make time adjustments in bus schedules for better on-time performance.

The project includes the purchase and installation of 132 cameras: eight (8) cameras on each of ten (10) forty-foot (40') transit buses, four (4) cameras on each of thirteen (13) dial-a-ride-sized buses. The contract also includes training on operation, maintenance and repair of the new security system.

The tentative completion date is fall/early winter 2011.

POLICY ISSUES:

This action is consistent with the Board of Supervisors' priority of A Well-Planned Infrastructure System and Efficient Delivery of Public Services in that it takes advantage of one-time funding to improve County resident's security on the County buses.

Approval to Award a Contract for the Purchase and Installation of a Security Camera System for Stanislaus County's Stanislaus Regional Transit (StaRT) Public Transit Buses to SEON Design (USA) Corporation (SEON)

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Brad Christian, Public Works Transit Manager. Telephone: (209) 525-4130.

BC:lc

H:\Bradchristian\BOS\1112\Security Cameras8.23\Security Cameras 8.23.11

AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES

BOARD OF SUPERVISORS
2011 AUG 29 A 9:17

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Seon Design (USA) Corp. a Washington corporation authorized to conduct business in California, ("Contractor") as of September 1, 2011.

Recitals

WHEREAS, the County has a need for services involving the installation of security cameras in County public transportation buses; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. **Consideration**

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically,

Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and

endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions,

discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101,

1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA

To Contractor: Seon Design (USA) Corp.
1313 E. Maple Street, Suite 231
Bellingham, WA 98225

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue


This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS
Department of Public Works – Transit Division

SEON DESIGN (USA) CORP.

By: 
Brad Christian, Manager

"County"

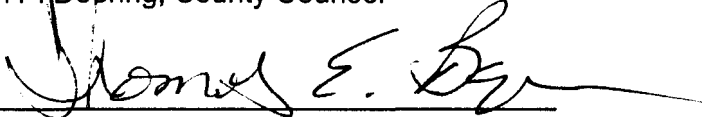
By: 

Printed name: Tom Gill

Title: C.O.O.

"Contractor"

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
, Deputy County Counsel

V:\PUBLIC\Counsel\CONTRACT\IND-CON Agmt.wpd

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide security cameras in the County's public transportation buses for Stanislaus County Public Works Transit Division ("Transit Division").

1. Contractor shall provide all parts and materials, training and installation necessary for the successful implementation of a security camera system ("Camera System") which shall have, at a minimum, the specifications set forth in Attachment 1. The Camera system shall be comprised of:
 - a. eight (8) cameras to be installed on each of County's ten (10) forty-foot transit buses;
 - b. four (4) cameras to be installed on each of County's thirteen (13) paratransit-type buses;
 - c. a GPS system incorporated with the entire system;
 - d. wireless download capability from each bus to a base station;
 - e. three (3) spare units for both the eight (8) and four (4) Camera Systems;
 - f. a laptop computer to enable remote download of data from the system, with full capability to meet the Camera System's future needs; and
 - g. adequate microphones to pick up audio throughout the buses.
2. Contractor shall collaborate with the Transit Division and its contractor, Storer Transit Systems in all aspects of performing services hereunder.
3. Contractor shall warrant the cameras and components listed below against defects in workmanship and materials provided that such defects appear or are discovered within the respective periods specified below and provided further that County notifies Contractor of such defects within thirty (30) days of the appearance or discovery of such defects:
 - Three (3) years from date of purchase parts and labor on the SA Wedge Camera Series;
 - Three (3) years from date of purchase parts and labor on all IR Illuminator Cameras;
 - Three (3) years from date of purchase parts and labor on the DX12 Mobile DVR Systems;
 - Three (3) years from date of purchase parts and labor on the MX4 Mobile DVR Systems;
 - One (1) year from date of purchase all wireless infrastructure components.

All service/replacement parts and repairs are warranted for a period of 90 days.

Subject to the terms and conditions listed below, during the relevant warranty period, Contractor will repair, replace, or refund the purchase price for the defective product, (whichever Contractor considers appropriate in the circumstances, subject to County's approval) in Contractor's sole and arbitrary opinion, free of charge, any defective products returned prepaid. In the event County has a problem with any product, County shall call and request a RETURN AUTHORIZATION (RA) NUMBER from the Service Department (877) 630-7366 or (604) 941-0880 and ask for the Service Department). County shall provide the model number, serial number and a description of the nature of the problem to the customer service representative. County shall obtain prior authorization for all returns, exchanges, or credits. County acknowledges that items shipped to Contractor without a clearly identified RA number may not be refused. Contractor will test all returned products to verify the defect. Upon verification of the defect, the product will be repaired or exchanged, or the purchase price will be refunded or credited to the customer's account, upon the agreement of the parties. In the event of replacement, the returned product will be credited to County's and a new invoice issued for the replacement item. Contractor reserves the right to refund the purchase price or to issue a credit only in lieu of replacement. Contractor may use new or refurbished replacement parts for repairing its products only upon County's consent.

Contractor may replace an entire unit with an equivalent model only with County's consent. If a unit is exchanged, the returned product shall become the property of Contractor and the exchanged product becomes the property of County, and the remainder of the warranty that applied to the original unit purchased shall apply to the exchanged product. Exchange units may be new units, or units that have been repaired to full factory specifications, at Contractor's discretion and upon County's approval. If the product is found to be in good working order or its inability to function properly is not covered by this warranty, the product will be returned in the same condition as received unless repair is possible and requested by County. Repairs of such nature will incur a charge for parts and labor and will proceed only by County's agreement to accept the charge.

This warranty shall not apply:

- (a) to equipment not supplied by Contractor;
- (b) to equipment, including, any components, which shall have been operated in excess of rated capacity, subject to negligence, accident, or damage by circumstances beyond Contractor's control, or to improper installation, operation, maintenance, servicing, alterations or storage, modification without Contractor's written authorization, misuse, vandalism, fire, floods or acts of nature so as, in Contractor's exclusive and arbitrary judgment, to affect the same adversely;
- (c) if the serial number for the product has been altered in any way; or
- (d) if the product has been operated outside of the specified Operating Environment specified in Contractor's Users Manual for such product.

4. All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in the County's Request for Proposal #10-58-CB; the Contractor's responding proposal (the "RFP Response"); Notice to Proposers; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A, 2nd, this Agreement, and 3rd the RFP.

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement in the total amount of \$155,385.58, including \$144,713.00 as itemized in Attachment 2 and \$10,672.58 in state sales tax. County shall make payments to Contractor as follows:

Due Date	Percentage Due	Amount Due
Project Start	60%	\$93,231.34
Completion of Installation	20%	31,077.12
Final Inspection & Acceptance	<u>20%</u>	<u>31,077.12</u>
Total:	100%	\$155,385.58

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$155,385.58 but including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from September 1, 2011 through August 31, 2012 unless otherwise terminated as provided below.

D. REPRESENTATIVES

The parties appoint the following individuals to serve as Project Managers hereunder:

For County:

Brad Christian (or designee)
Stanislaus County Public Transit Division
1010 10th Street, Suite 4204
Modesto, CA 95354
(209) 525-7538
Chrstnb@stancounty.com

For Contractor:

Alwyn Slabbert
Seon Design (USA) Corp.
1313 E. Maple Street, Suite 231
Bellingham, WA 98225
360-685-0150
Alwyn.Slabbert@seon.com

**ATTACHMENT 1 TO
AGREEMENT FOR
INDEPENDENT CONTRACTOR SERVICES
BETWEEN
STANISLAUS COUNTY
AND SEON DESIGN (USA), CORP.**

SYSTEM REQUIREMENTS

1. The system hardware shall support simultaneous recording of up to eight (8) cameras.
 2. The hardware shall support **at least 2** independent audio channels that can be isolated during playback.
 3. The system shall be made entirely of new materials and shall be engineered and constructed with rugged materials to protect the system from environmental elements including shock, dust, water and humidity. An exterior security lock box will be constructed to the same specifics and environmental requirements. The system and lock box shall be engineered to withstand a typical transit environment.
 4. The Digital Video Recorder shall be tested for use in a typical transit environment; evidence of system reliability shall be provided, showing that the proposer's products have been in used in a transit environment for at least three (3) years.
 5. The system shall record onto a removable hard disk drive equipped with a key lock to prevent tampering and shall be "hot-swappable" for use in any other same model DVR without requiring shutdown of the system.
 6. The system shall provide on-board storage options on a hard disk drive up to or greater than 750GB and not less than 160GB. No videotapes or video recorders shall be used.
 7. The proposed cameras and the DVR unit shall include a manufacturer's warranty of no less than 3-year parts & labor, including the hard disk drives, wiring harnesses, DVR lockbox etc.
 8. The system shall be powered by 12 VDC vehicle power supply connected by 14 gauge wire and protected from power spikes, surges and reverse polarity operating between a range of 11 to 18 VDC. Power to all 12-volt cameras shall be provided directly from the DVR unit.
 9. The DVR **must** accept non-proprietary, "off-the-shelf" 2.5" hard drives and be field upgradeable for future expansion.
- The DVR shall be equipped with front panel mounted controls for "on-bus" viewing of video and system configuration without the need for a laptop or remote; the front panel mounted controls shall have the capability to be password protected (user configurable).
- The DVR shall, at a minimum, utilize user-configurable frame rate (1-30FPS/ camera) and quality settings (1 through 8) for each camera.
10. The DVR shall, at a minimum, utilize user-configurable resolution settings including CIF (360 x 240), 2CIF (720 x 240) and D1 (720 x 480).
 11. The DVR shall be equipped with a temperature sensing system, software controlled fan and integrated heater for operation in a wide range of temperatures; the DVR shall not begin writing to the hard drive until a safe operating temperature is reached.
 12. The DVR will be required to remain recording for up to 60 minutes after the vehicle ignition is deactivated; provision for allowing the DVR to remain powered in a "sleep state" and be remotely accessible, shall be provided and user configurable for up to 255 minutes.
 13. The DVR shall be capable of integrating with an optional wiring consolidation device that allows all power, alarm, signal and peripheral connections such as GPS to be connected within the fuse panel, independent of the DVR; one 4-wire harness is to be connected from the wiring consolidator to the DVR so as to limit the amount of connections at DVR.

The system shall be equipped with an integrated "panic" alarm button capable of marking an event on the drive for rapid retrieval through the review software; an option of an integrated panic button and LED ring shall be provided, that will allow system diagnostics to be displayed on the dash, external of the DVR.

14. The system shall have a minimum recording and playback rate of 30 images per second per camera and shall be capable of recording and playback of each individual camera at 30 images per second without the use of a quad processor.
15. The DVR shall feature MPEG-4 video compression.
16. The system shall be equipped with a USB port to allow for exporting video clips via a single button on the front of the DVR, or updating software or system configurations via the DVR front panel.
17. Video clips shall be stored in a proprietary format and utilize watermarking in order to ensure authenticity.
18. The Digital Video Recorder shall have the capacity to be configured to record continuously or by event, Software settings shall determine overwriting options: either to continue recording over the first video recorded, or to signal an alarm when the disk is full.
19. License-free software that is capable of live viewing, playback, time & date, event and clip searches, and administration shall be available at no extra cost and shall be compatible with Microsoft Windows XP & Windows 7.
20. The DVR shall include a functional Ethernet port for system configuration and transmission of video using the Remote Administrative Software over 802.11, LAN/WAN or cellular networks.
21. All functions of the remote administration software should be password protected.
22. Future software upgrades shall be provided free of cost.
23. Software upgrades to mobile DVRs will be accomplished through the use of a USB2.0 equipped media.
24. To retrieve recorded video, the software shall allow for searches by: Event, Time Lapse, Time & Date and by Clip.
25. The system shall be capable of wirelessly downloading video data from a bus to a "base station".
26. Options for archiving/retrieving video shall include: saving a video clip as an AVI file, saving as an image (JPEG), or saving video in its native proprietary format.
27. The system shall be capable of integrating with an NMEA-0183 compliant GPS module (or connectability to an existing GPS system) that provides video overlay information of location coordinates, direction, speed and a minimum of 5, user-defined video overlay inputs (i.e. Speed, Brake Application (inertia sensor), Turn Signal Activation, Headlights, etc.).
28. The system shall have an optional hard disk player and software to allow for transferring of files directly from the HDD to a PC/Laptop, where the images can be printed, emailed or saved onto another storage media.
30. All cameras shall be High Resolution (540 TVL) CCD Day/Night cameras and include an option for low IR illumination. Operating voltage shall be between 11 and 18 VDC and the cameras shall be powered via the DVR. These cameras shall have a minimum lux rating of 0.1, with a built-in high sensitivity microphone. Cameras wiring must be "all-in-one" including: video, audio and power through a single harness which provides a single connection to the DVR.
31. The system must be capable of being mounted both horizontally and/or vertically as warranted by the bus model. (i.e.-wheel well mounts on Low Floor Buses, rear of the driver's compartment privacy panel, or under passenger seat in older model buses.
32. A laptop computer shall be provided that will allow for remote site download of data from the camera system. The computer shall have the capability of meeting future needs.

**ATTACHMENT 2 TO
AGREEMENT FOR
INDEPENDENT CONTRACTOR SERVICES
BETWEEN
STANISLAUS COUNTY
AND SEON DESIGN (USA), CORP.**

DATE: Feb. 9, 2011
 Proposal #: 10-58-CB
 Expiry Date: 09/05/2011

	Make Purchase Order To:	Billing Address:	Shipping Address:
Contact:	Adele Robinson	Cathy Blair	Brad Christian
Company:	Seon Design Inc	Stanislaus County	Stanislaus Regional Transit
Address:	1313 E. Maple St. Suite 231 Bellingham, WA, 98225 USA	General Service Agency Purchasing Division 1010 10 St., Suite #5400 Modesto, CA, 95354	
Telephone:	877-630-7366	209-525-6319	209-525-4130
Email:	adele@seon.com		chrstnb@stancounty.com

SALESPERSON:	P.O. NUMBER:	SHIP DATE:	SHIP VIA:	FREIGHT:	PAYMENT TERMS:
Adele Robinson		TBD	UPS Ground	Prepaid & Add	Net 30

QUANTITY:	PART NUMBER:	DESCRIPTION:	UNIT PRICE:	AMOUNT:
40' Fixed Route Buses				
10.00		Explorer DX12 Complete System Consisting of:	\$ 4,295.00	\$ 42,950.00
1.00	DX12NH500	Explorer DX12 12-Channel Recorder w/ 2 x500GB Drives, 20' Power Harness, G-Sensor	Included	\$ -
1.00	WP00AG4	DX12 SmartLink Bundle (Diagnostic Display/ Panic Button, 20' Signal Input Harness, Alarm Input Harness, GPS)	Included	\$ -
5.00	SQ88XXAX	SQ Infrared Dome Camera, 540TVL Day/Night, 3.6mm Lens, Audio, Harness to suit	Included	\$ -
1.00	SA804A1	SA Series Wedge Camera 540TVL Day/Night, Audio, 3.6mm lens, 20' harness	Included	\$ -
1.00	SA-MP4	SA Mounting Post 4"	Included	\$ -
2.00	SA804E1X	SA Series Exterior Wedge Camera 540TVL Day/Night, No Audio, 3.6mm lens, harness to suit	Included	\$ -
2.00	650-0138	Exterior Camera Shrouds, ABS	Included	\$ -
1.00	SRMG1A01	Smart Reach wireless bridge	Included	\$ -
1.00	GPS4	GPS Receiver [see SmartLink Bundle above]	Included	\$ -
1.00	DX-HD2-USB	Hard Drive Reader Kit	Included	\$ -
10.00	999-0001	Installation Labor	\$ 800.00	\$ 8,000.00

SUBTOTAL \$ 50,950.00
 FREIGHT \$ 250.00
TOTAL \$ 51,200.00

OPTIONAL COMPONENTS			
Accessories			
Spare Components			
DX-H1T0G	Dual 500GB Hard Drive (1TB) for DX Series DVR	\$	495.00
Installation Components			
LMK	5.6" LCD Monitor (DVR programming and configuration)	\$	295.00
ET-5TB	Download Kit (USB Cable, Trackball Mouse & vMax View Software)	\$	295.00

Please provide your signature on the space provided below in order to authorize the purchase of the items listed within this proposal and to signify your agreement with the terms and conditions of the purchase.

Prepared By: _____ Don Nelson, Transit Division Manager _____ Date:

Authorized By: _____ Brad Christian, Transit Manager _____ Date:

Additional Comments:
 * Warranty: All mobile systems = 3 years
 * Wireless infrastructure proposals require a site evaluation visit by Seon - Engineering Services prior to a firm fixed price proposal
 * Proposal is valid for 90 days from date of issue, prices are subject to change upon expiry
 * Delivery: See Timeline included in RFP Response

DATE: Feb. 9, 2011
 Proposal #: 10-58-CB
 Expiry Date: 09/05/2011

Make Purchase Order To:	Billing Address:	Shipping Address:
Contact: Adele Robinson	Cathy Blair	Brad Christian
Company: Seon Design Inc	Stanislaus County	Stanislaus Regional Transit
Address: 1313 E. Maple St. Suite 231 Bellingham, WA., 98225 USA	General Service Agency Purchasing Division 1010 10 St., Suite #5400 Modesto, CA., 95354	
Telephone: 877-630-7366	209-525-6319	209-525-4130
Email: adele@seondesign.com		chrstnb@stancounty.com

SALESPERSON: Adele Robinson	P.O. NUMBER:	SHIP DATE: TBD	SHIP VIA: UPS Ground	FREIGHT: Prepaid & Add	PAYMENT TERMS: Net 30
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QUANTITY:	PART NUMBER:	DESCRIPTION:	UNIT PRICE:	AMOUNT:
BAFO Paratransit Buses				
13.00	MX4F	Explorer MX4 Complete System Consisting of:	\$ 2,795.00	\$ 36,335.00
1.00	ES41P20H250G	Explorer MX4 4-Channel Recorder w/ 500GB Drive, 20' Power Harness	Included	\$ -
1.00	WPD20S20G0	MX4 SmartLink Bundle (Diagnostic Display/ Panic Button, 20' Signal Input Harness)	Included	\$ -
2.00	SQ803A1	SQ Infrared Dome Camera, 540TVL Day/Night, 3.6mm Lens, Audio, 20' Harness	Included	\$ -
1.00	SA804A1	SA Wedge Camera 540TVL, Day/Night, Audio, 3.6mm lens	Included	\$ -
1.00	SA-MP4	SA Mounting Post 4"	Included	\$ -
1.00	SA804E11	SA Series Exterior Wedge Camera 540TVL Day/Night, No Audio, 3.6mm lens	Included	\$ -
1.00	650-0138	Exterior Camera Shroud	Included	\$ -
1.00	GPS4	GPS Receiver	Included	\$ -
1.00	SRMG1A01	Smart Reach Wireless Bridge	Included	\$ -
1.00	INR-Cm	Inertia Sensor	Included	\$ -
13.00	999-0001	Installations	\$ 675.00	\$ 8,775.00

SUBTOTAL	\$ 45,110.00
FREIGHT	\$ 325.00
TOTAL	\$ 45,435.00

OPTIONAL COMPONENTS			
Accessories:			
Spare Components:			
MX-H500G	500GB Hard Drive forMX Series DVR	\$	225.00
Installation Components:			
LMK	5.6" LCD Monitor (DVR programming and configuration)	\$	250.00
ET-STB	Download Kit (USB Cable, Trackball Mouse & vMax View Software)	\$	128.00

Please provide your signature on the space provided below in order to authorize the purchase of the items listed within this proposal and to signify your agreement with the terms and conditions of the purchase:

Prepared By: _____ Don Nelson, Transit Division Manager _____ Date:

Authorized By: _____ Brad Christian, Transit Manager _____ Date:

Additional Comments:

- * Warranty: All mobile systems = 3 years
- * Wireless infrastructure proposals require a site evaluation visit by Seon - Engineering Services prior to a firm fixed price proposal
- * Proposal is valid for 90 days from date of issue, prices are subject to change upon expiry
- * Delivery: See timeline included in RFP Response

DATE: Feb. 9, 2011
Proposal #: 10-58-CB
Expiry Date: 09/05/2011

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Contact:	Adele Robinson	Cathy Blair	Brad Christian
Company:	Seon Design Inc	Stanislaus County	Stanislaus Regional Transit
Address:	1313 E. Maple St., Suite 231 Bellingham, WA, 98225 USA	General Service Agency Purchasing Division 1010 10 St., Suite 231 Modesto, CA., 95354	
Telephone:	877-630-7366	209-525-6319	209-525-4130
Email:	adele@seon2.com		chrstnb@stancounty.com

SALESPERSON: Adele Robinson	P.O. NUMBER:	SHIP DATE: TBD	SHIP VIA: UPS Ground	FREIGHT: Prepaid & Add	PAYMENT TERMS: Net 30
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QUANTITY:	PART NUMBER:	DESCRIPTION:	UNIT PRICE:	AMOUNT:
BAFO Smart Reach Wireless Components Main Site				
1.00	SRB2GWA03A03	Smart Reach wireless access points	\$ 900.00	\$ 900.00
2.00	SRB2GWA00	Smart Reach wireless access points	\$ 775.00	\$ 1,550.00
2.00	Non-Stock	Antennas, L Com HG5827G, 5.8GHz grid	\$ 300.00	\$ 600.00
				\$ -
1.00	Non-Stock	Site Installation & Commissioning	\$ 12,500.00	\$ 12,500.00
1.00	Non-Stock	vMAX Commander Scalable Management Software Suite for 23 buses	\$ 6,440.00	\$ 6,440.00
				\$ -

SUBTOTAL	\$ 21,990.00
FREIGHT	\$ 100.00
TOTAL	\$ 22,090.00

OPTIONAL COMPONENTS

Please provide your signature on the space provided below in order to authorize the purchase of the items listed within this proposal and to signify your agreement with the terms and conditions of the purchase:

Prepared By: _____ Don Nelson, Transit Division Manager Date: _____

Authorized By: _____ Brad Christian, Transit Manager Date: _____

Additional Comments:
 * Warranty: Site components = 1 year
 * Proposal is valid for 90 days from date of issue, prices are subject to change upon expiry
 * Delivery: See timeline in RFP Response

DATE: Feb. 9, 2011
Proposal #: 10-58-CB
Expiry Date: 09/05/2011

Make Purchase Order To:	Billing Address:	Shipping Address:
Contact: Adele Robinson	Cathy Blair	Brad Christian
Company: Seon Design Inc	Stanislaus County	Stanislaus Regional Transit
Address: 1313 E. Maple St.	General Service Agency	
Suite 231	Purchasing Division	
Bellingham, WA, 98225	1010 10 St., Suite 5400	
USA	United States 95354	
Telephone: 877-630-7366	209-525-6319	209-525-4130
Email: adele.robinson@seon.com		chrstnb@stancounty.com

SALESPERSON:	P.O. NUMBER:	SHIP DATE:	SHIP VIA:	FREIGHT:	PAYMENT TERMS:
Adele Robinson		TBD	UPS Ground	Prepaid & Add	Net 30

QUANTITY:	PART NUMBER:	DESCRIPTION:	UNIT PRICE:	AMOUNT:
Miscellaneous Parts				
3.00	DX12	12 Channel systems, complete [materials only, installation extra]	\$ 4,295.00	\$ 12,885.00
3.00	MX4	4 channel systems, complete [materials only, installation extra]	\$ 2,595.00	\$ 7,785.00
1.00	Non-stock	Dell Laptop	\$ 1,500.00	\$ 1,500.00
			\$	-
			\$	-
			\$	-
			\$	-

SUBTOTAL	\$ 22,170.00
FREIGHT	\$ 100.00
TOTAL	\$ 22,270.00

OPTIONAL COMPONENTS

Please provide your signature on the space provided below in order to authorize the purchase of the items listed within this proposal and to signify your agreement with the terms and conditions of the purchase:

Prepared By: _____ Don Nelson, Transit Division Manager _____ Date: _____

Authorized By: _____ Brad Christian, Transit Manager _____ Date: _____

Additional Comments:
 * Warranty: All mobile systems = 3 years; Fixed site components & accessories = 1 year
 * Proposal is valid for 90 days from date of issue, prices are subject to change upon expiry
 * Delivery: See Timeline included in RFP Response

