

STATE OF TEXAS

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COUNTY OF FORT BEND

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AGREEMENT FOR FLEET SURVEILLANCE SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Seon Systems Sales, Inc. ("Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor to provide fleet surveillance services at the Fort Bend County Transit Facility ("Services") in accordance with Proposal #Q-46761 and Limited Product Warranty attached hereto as Exhibit A and Proposal #Q-56429 and Limited Product Warranty attached hereto as Exhibit B; and

WHEREAS, Contractor represents that it is qualified and desires to perform such Services; and

WHEREAS, the Texas County Purchasing Act, §262.024 exempts from competitive bidding contracts that are sole Source items;

WHEREAS, it has been determined that this purchase is one for which the item is available only from a sole source, as verified in the attached Exhibit C;

WHEREAS, Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services:

Contractor shall render Services to County as defined in Proposal #Q-46761 and Limited Product Warranty attached hereto as Exhibit A and Proposal #Q-56429 attached hereto as Exhibit B, and incorporated herein by reference.

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and

sufficient personnel, in the opinion of County, to perform the services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in Exhibits A and B. The Maximum Compensation for contract services is Five Hundred Forty-Two Thousand Eighty-Two dollars and 00/100 (\$542,082.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibits A and B.

3.3 All performance of the services by Contractor including any changes in the services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.4 County will pay Contractor based on the following procedures: Upon completion of each Service Event, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for Services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fbctx.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Five Hundred Forty-Two Thousand Eighty-Two dollars and 00/100 (\$542,082.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof

exceed Five Hundred Forty-Two Thousand Eighty-Two dollars and 00/100 (\$542,082.00).

43 It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.

Section 5. Time of Performance or Term

The original term of this Agreement will begin upon execution by County and end five years from the date of execution, unless sooner terminated as provided herein.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Intentionally Omitted.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Section 5 or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure

to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor specifically and solely for Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed, in each case subject to Contractor's retention of all Intellectual Property Rights therein and thereto. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed by Contractor no more than once per year, at a mutually agreed time, in a manner that does not unreasonably interfere with Contractor's ordinary business operations, and with all materials and information accessed by County constituting Contractor Confidential Information. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes

to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ANY CLAIM BY A THIRD PARTY TO THE EXTENT CAUSED BY ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES, PROVIDED THAT COUNTY PROVIDES CONTRACTOR PROMPT WRITTEN NOTICE OF SAME, THAT CONTRACTOR SHALL HAVE SOLE CONTROL OF THE DEFENSE OF SAME (WITH COUNTY HAVING THE RIGHT TO PARTICIPATE IN SUCH DEFENSE WITH COUNSEL OF ITS OWN CHOOSING AT COUNTY'S SOLE EXPENSE), AND THAT COUNTY PROVIDES ALL INFORMATION, MATERIALS, AND SUPPORT REASONABLY REQUESTED BY CONTRACTOR IN CONDUCTING SUCH DEFENSE. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement which is confidential, proprietary, or non-public shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown not to have used the

Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and County will comply with same, including by providing to Contractor any and all notices and opportunities to prevent or limit disclosure of Contractor Confidential Information afforded by the Act; for clarity, County may, in any event, only disclose Contractor Confidential Information to the extent required by applicable law, including the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Public Transportation Department
 Attn: Director
 301 Jackson Street
 Richmond, Texas 77469

With a copy to: Fort Bend County
 Attn: County Judge
 401 Jackson Street, 1st Floor
 Richmond, Texas 77469

Contractor: Seon System Sales, Inc.
 111-3B Burbidge Street
 Coquitlam, British Columbia V3K 7B2

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the services will be free from material errors and will materially conform to all requirements and specifications contained herein.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Certifications

The Contractor agrees to abide by the certifications, acknowledgments and requirements included in Exhibit A which includes Contractor's signed Certification Forms. Contractor shall include these requirements in each subcontract financed in whole or in part by this Agreement.

Section 24. Federal Clauses

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms in this Section, as well as, all conditions, certifications, and acknowledgements included in Contractor's Response included in Exhibit A; in each case, notwithstanding anything to the contrary in this Section 24, solely to the extent same are required by applicable law to be flowed down to Contractor. To the extent so required, these terms flow down to all third-party Contractors and their subcontracts at every tier, unless a particular award term or condition specifically indicates otherwise. To the extent required to be flowed down under applicable law, the Contractor shall require that these clauses shall be included in each covered transaction at any tier, unless a particular award term or condition specifically indicates otherwise.

24.1. Access for Individuals with Disabilities (ADA Access).

The Contractor and any subcontractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973,

as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA), 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609; and
- (10) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39;
- (11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance"; and
- (12) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

24.2. Access to Records and Reports.

The Contractor agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to comply and will require all subcontractors Fleets of any tier to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor agrees to retain, and will require its subcontractors Fleets of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, all books, records, accounts, statistics, leases, subcontracts, arrangements other third party arrangements of any type, reports, and supporting materials related to those records required under the Agreement for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case Contractor agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

24.3. Breaches and Disputes.

The Contractor and the County shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within ten [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision. This clause shall flow-down to all subcontractors.

Performance During Dispute - Unless otherwise directed by County, Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

The requirement to seek mediation may be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Rights and Remedies - The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Contractor shall place this clause in all subcontracts for more than the small purchase currently set at \$50,000 by the County, to address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

24.4. Buy America.

The following clause only applies to contracts for \$150,000 or more involving rolling stock or materials and supplies.

The Contractor and any subcontractors agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content, subject to the Amendment below.

The FAST Act, effective October 1, 2015 amended the Buy America waiver for rolling stock to provide for a phased increase in the domestic content requirement for rolling stock to more than 65 percent for FY2018 and FY2019 and to more than 70 percent in FY2020 and beyond. The new provisions apply based on the date of delivery of the rolling stock. Domestic content requirement over the phase of the contract period shall be the provision applicable to the year of delivery of rolling stock procured under this contract.

Unlike rolling stock, manufactured goods must be 100-percent produced in the U.S. A manufactured good is considered produced in the United States if: (1) All of the manufacturing processes for the product take place in the United States; and (2) All of the components of the product are of U.S. origin. A component is considered of U.S. origin if it is manufactured in the

United States, regardless of the origin of its subcomponents. 49 CFR 661.5(d). FTA has issued a number of [Buy America guidance letters](#) discussing manufactured goods.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

24.5. Cargo Preference-Use of United States-Flag Vessels.

The following clause only applies to contracts that involve transit by ocean for rolling stock or materials and supplies.

The Contractor and any subcontractors agrees: (a) to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the Agreement to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; and (b) to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading).

24.6. Civil Rights Requirements.

The following clauses apply to all Contractors and subcontractors.

Nondiscrimination in Federal Public Transportation Programs - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, status as a parent or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Agreement:

Race, Color, Creed, National Origin, Sex

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national

origin, disability, age, sexual orientation, gender identity, or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

24.7. Clean Air.

The following clause only applies to contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to FTA.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

24.8. Clean Water.

The following clause only applies to contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the

County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to FTA.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

24.9. Contract Work Hours and Safety Standards Act.

The following clause only applies to contracts of \$100,000 or more involving rolling stock.

The Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5).

- (1) Overtime requirements - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 or the maximum allowed by law for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages – County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other

Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- (5) Payrolls and basic records - Payrolls and related basic records shall be maintained by the Contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the worksite (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

- (6) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or

transmission of intelligence. A federally assisted construction contract must exceed \$150,000 before these construction safety requirements apply to that contract.

24.10. Disadvantaged Business Enterprise (DBE).

The Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs including 49 C.F.R. Part 26, Section 1101(b) of the FAST Act (23 U.S.C. § 101 note). The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. **A separate contract goal has not been established for this procurement.** Contractor will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs).

The Contractor, and each third party subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26.

The Contractor and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S.FTA-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable which may result in the termination of the Agreement or such other remedy as County deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor is required to pay its subcontractors performing work related to the Agreement for satisfactory performance of that work no later than 30 days after the Contractor’s receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to the Agreement is satisfactorily completed.

The Contractor must promptly notify County whenever a DBE subcontractor performing work related to the Agreement is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The

Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of County.

24.11. Distracted Driving.

The Contractor and any subcontractors agree to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or behalf of the County.

24.12. Environmental Justice.

The Contractor and any subcontractors agree to, and assures that it will, promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

24.13. Environmental Protections.

The Contractor and any subcontractors agree to, and assures that it will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

24.14. Notice to Third Party Participants.

Federal requirements that apply to the County may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Award Agreement including any information incorporated by reference and made part of that Award Agreement will apply to the Contractor and any other Third-Party Agreements.

24.15. Fly America.

The following clause only applies to contracts involving foreign air transportation or travel.

The Contractor and any subcontractors agree to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their Contractors are

required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

24.16. FTA Interest.

This clause does not flow-down to subcontractors.

Contractor understands and agrees that FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving federal funds used towards this Agreement, including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise."

24.17. Government-wide Debarment and Suspension.

The following clause only applies to contracts of \$25,000 or more.

The Contractor and any subcontractors shall comply and facilitate compliance with U.S. FTA regulations, Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (1) Debarred from participation in any federally assisted Award;
- (2) Suspended from participation in any federally assisted Award;
- (3) Proposed for debarment from participation in any federally assisted Award;
- (4) Declared ineligible to participate in any federally assisted Award;
- (5) Voluntarily excluded from participation in any federally assisted Award; or
- (6) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

"The Certification in this clause is a material representation of fact relied upon by the County. If it is later determined by the County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue

available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

24.18. Incorporation of FTA Terms.

The provisions in this Section include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor and any subcontractors shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

24.19. Lobbying.

The following clause must be included in all subcontracts for \$100,000 or more.

Contractors and any subcontractors who apply or bid for an award of \$100,000 or who are awarded a contract for \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, “New Restrictions on Lobbying.” 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

24.20. No Government Obligation to Third Parties.

County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

24.21. Notification to FTA.

Contractor understands that if a current or prospective legal matter that may affect the Federal Government emerges, the County must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the County is located. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the federal funds used towards this Agreement, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

24.22. Duty to Report False Claims.

If the County has credible evidence that Contractor or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the County must promptly notify the U.S. FTA Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the County is located.

24.23. Program Fraud and False or Fraudulent Statements and Related Acts.

The Contractor and any subcontractors acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

24.24. Prompt Payment.

Under this contract, the prime Contractor agrees to pay each subcontractor for satisfactory performance of its contract within 30 days from the receipt of each payment the prime Contractor receives from the County. The prime Contractor further agrees to full payment of retainage to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontracts.

24.25. Resource Recovery.

This clause only applies to procurements of \$10,000 or more per year for items designated by EPA.

The Contractor and any subcontractors agrees to 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 C.F.R. 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.

24.26. Safe Operation of Motor Vehicles (Seat Belt).

Contractor and any subcontractors shall encourage their employees and other personnel that operate company-owned vehicles, company rented-vehicles, or personally operated vehicles to adopt on-the-job seat belt policies and programs.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when performing any work for this Agreement.

24.27. Termination.

Contractor understands that all contracts in excess of \$10,000, including subcontracts, must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

24.28. Transit Vehicle Manufacturer.

The Contractor and each third party subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Contractor and each Third-Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S.FTA-assisted subagreements, third party contracts, and third party subcontracts, as applicable. Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and the following remedies, or such other remedy as the County deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

24.29. Change Orders.

Verbal change orders to the Agreement are not permitted. No changes in the scope, specifications, character, or complexity of work shall be made by the Contractor without first receiving written approval by the Fort Bend County Public Transportation Director or their designee properly defining and limiting any such change. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by the County.

Within 14 calendar days after Contractor's receipt of the written change order request for modification of the Contract, Contractor shall submit to County a detailed price schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiation between Contractor and the County. At the time both parties shall execute a detailed Contract modification in writing. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause.

It is distinctly understood and agreed that no claim for payment for work done or materials furnished by the Contractor outside of these parameters shall be paid by County. Any such services or materials furnished by Contractor without such written order shall be at the risk, cost and expense of the Contractor, and no claim for compensation for any such services or materials shall be made.

All such changes, which are mutually agreed upon by and between all parties, shall be incorporated in written amendments to the Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to County for the change in the scope.

24.30. Force Majeure

Contractor agrees that neither the County nor Contractor shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give notice in writing within three (3) business days of the Force Majeure Event to the other party disclosing the estimated length of the delay and the cause of the delay. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following Notice given by it, the other party may thereafter terminate this Agreement upon notice.

24.31. Federal Tax Liability

Contractor and any subcontractors certifies that they do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

24.32. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor and any subcontractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

24.33. Intelligent Transportation Systems (ITS) Architecture and Standards.

Contractor ensures that they will conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

24.34. Sensitive Security Information.

Each third party Contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing FTA regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

24.35. Energy Conservation.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

24.36 Prohibited Telecommunications and Video Surveillance Services and Equipment

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities). Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii)

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 25. Conflict

If there is a conflict between this Agreement and any attached item, the provisions of this Agreement shall prevail.

Section 26. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 27. Certain State Law Requirements for Contracts.

For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

27.1. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

27.2. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

27.3. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

27.4. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the

term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

275. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements. Contractor is required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE) and all project goals as defined by County. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. Contractor will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

276. Disadvantaged Business Enterprise (DBE) Program Requirements. Contractor shall:

27.6.1.1 comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26;

27.6.1.2 incorporate into its contracts with subcontractors an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. Contractor shall be responsible for documenting its actions;

27.6.1.3 follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and Exhibits found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_Exhibits.pdf;

27.6.1.4 The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the County of its failure to carry out its approved program, the County or State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

27.6.1.5 Each contract the Contractor signs with a subcontractor must include the following assurance: The Contractor, sub-recipient, or sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and

administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

27.7 Child Support. Per Texas Family Code 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to provide property, materials, or services; or a state funded loan until: (1) All arrearages have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments. Before payment can be released Contractor will supply County with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity. Contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

27.8 Debt to State. The State of Texas shall not be responsible for the debts of the County or Subcontractor.

Section 28. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Section 29. Entire Agreement

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

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(Execution Page Follows)

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts.

FORT BEND COUNTY

SEON SYSTEMS SALES, INC.

KP George, County Judge

Mike Hagan
Authorized Agent- Signature

Mike Hagan
Authorized Agent- Printed Name

Date

Senior Vice President
Title

February 13, 2024
Date

ATTEST:

Laura Richard, County Clerk

REVIEWED by:

Perri L. D'Armond
Perri L. D'Armond
Fort Bend County Public Transportation Director

Robyn Doughtie
Information Technology Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

Exhibit A: Contractor's Proposal #Q-46761 and Limited Product Warranty

Exhibit B: Contractor's Proposal #Q-56429

Exhibit C: Contractor's Sole Source Letter

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EXHIBIT A



Date: 11/17/2023
 Proposal #: Q-46761
 Expiry Date: 1/16/2024
 End User:

PREPARED FOR:

SOLD TO DETAILS

Fort Bend County Public
 Transportation- County Auditor
 301 Jackson Street
 Richmond, Texas 77469
 United States

BILLING DETAILS

Fort Bend County Public
 Transportation- County Auditor
 301 Jackson Street Richmond,
 TX 77469 US

SHIPPING DETAILS

Fort Bend County Public
 Transportation
 12550 Emily Court Sugar Land,
 TX 77478 US

PREPARED BY:

Dusty Bigham

Corporate Office: 1.877.630.7366
 Unit 111, 3B Burbidge Street
 Coquitlam, BC V3K 7B2
 dusty.bigham@safefleet.net

Commander - Phase 1

Software and Hardware. Renewal of \$36 per vehicle will apply after the first year.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	VMC5B	vMax Commander 5.0: web-based wireless and automatic video management software to monitor video system health, automatically download video alarms, search video by time and location, and display historical GPS tracks of the vehicles in the fleet. Commander Infrastructure Software	USD 6,619.00	USD 6,619.00
65	VMC5V	vMax Commander 5.0: Vehicle Activation (per vehicle) - Annual Renewal Fees Apply Commander Vehicle Activation and First Years License	USD 200.00	USD 13,000.00
1	SERVER	Server Computer. Lead time is 4 weeks. Hardware for Commander	USD 9,500.00	USD 9,500.00
Commander - Phase 1 Total:				USD 29,119.00

Commander Annual Renewal, Years 2, 3, 4, 5 - Phase 1

Agreed price of \$36 annual renewal per year for this RFP. After year 5 renewal, standard pricing will apply.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
65	VMC5V-RY4	vMax Commander Renewal, Per Vehicle, 4 Years- Renewal Fees Apply	USD 144.00	USD 9,360.00
Commander Annual Renewal, Years 2, 3, 4, 5 - Phase 1 Total:				USD 9,360.00



Livestream - Phase 1

Renewal of \$36 per vehicle will apply after the first year.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
65	LIVESTREAM-Y1	Live Streaming software subscription includes 1st year of set-up, activation, hosting, licensing and support per vehicle- Renewal Fees Apply Livestream Vehicle Activation and First Years License	USD 65.00	USD 4,225.00
Livestream - Phase 1 Total:				USD 4,225.00

Livestream Annual Renewal, Years 2, 3, 4, Agreed price of \$36 annual renewal per year for this RFP. After year 5 renewal, standard 5 - Phase 1 pricing will apply.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
65	LIVESTREAM-RY4	4 year renewal for Streaming software subscription which includes set-up, hosting, licensing and support per vehicle- Renewal Fees Apply	USD 144.00	USD 9,360.00
Livestream Annual Renewal, Years 2, 3, 4, 5 - Phase 1 Total:				USD 9,360.00

Professional Services - Training - Phase 1

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4	PRS-ENGSITE	On Site Engineering Service Per Day	USD 1,000.00	USD 4,000.00
2	PRS-REMOTE	Remote Engineering Service Per Day	USD 844.00	USD 1,688.00
3	PRS-TRAIN	vMax Live Commander On Site Training Per Day	USD 1,500.00	USD 4,500.00
1	PRS-WEBTRN	Webinar, remote training	USD 827.00	USD 827.00
2	PRS-TRVL	Engineering Services Travel Days To/From Site	USD 1,000.00	USD 2,000.00
Professional Services - Training - Phase 1 Total:				USD 13,015.00

Access Points - Phase 1

Hardware

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	SRBAX-E850	ASSY,SmartReach AP,2RD,Engenius EWS850AP	USD 429.00	USD 858.00
Access Points - Phase 1 Total:				USD 858.00



Router with Hotspot and Cellular Data Plan - Phase 1
Renewal of \$706 per vehicle will apply after the first year. 10 new buses with routers being delivered Oct/Nov 2023.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
55	SRH-R1T60G-Y1	Smart Reach HotSpot - Router, Content Filtering, Captive Portal, CIPA Compliant, 60GB, Tri Carrier SIM, GPS Live Tracking, 1 year- Renewal Fees Apply	USD 1,142.00	USD 62,810.00
Router with Hotspot and Cellular Data Plan - Phase 1 Total:				USD 62,810.00

Cellular Data Plan Annual Renewal, Years 2, 3, 4, 5 - Phase 1
Agreed price of \$706 annual renewal per year for this RFP. After year 5 renewal, standard pricing will apply.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
65	SRH-R1T60G-RY4	Smart Reach HotSpot - Router, Content Filtering, Captive Portal, CIPA Compliant, 60GB, AT&T, Renew 4 years	USD 2,824.00	USD 183,560.00
Cellular Data Plan Annual Renewal, Years 2, 3, 4, 5 - Phase 1 Total:				USD 183,560.00

Installation - Access Points and Routers - Phase 1
This includes installation of access points and routers only. 10 new buses with routers being delivered Oct/Nov 2023.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	INST-WRLS	Installation Smart Reach Wireless Access Point	USD 2,814.00	USD 5,628.00
55	INST-SRC	Smart Reach Cellular Series hardware installation. For the SRC-ROUTERS and SRC-MODEMS and their subsequent series 1,2,3...	USD 169.00	USD 9,295.00
Installation - Access Points and Routers - Phase 1 Total:				USD 14,923.00

Preventative Maintenance - Phase 1
This includes travel expense and cost is per bus.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
65	PMP-ANNL-A	Preventative Maintenance Program - Annual Fleet Inspection - Per Vehicle - Paid Annually	USD 278.00	USD 18,070.00
Preventative Maintenance - Phase 1 Total:				USD 18,070.00



Project Management

Estimated time for project management.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5	PM-MGT	Project Management Per Day	USD 0.00	USD 0.00
Project Management Total:				USD 0.00

Total: USD 345,300.00

Safe Fleet Preventative Maintenance Program

Ensure your fleet safety systems are running optimally, increasing system and safety performance and reducing operational cost.

ASK US HOW IT WORKS



All purchases must be confirmed with an authorized signature from the purchaser; company issued purchase orders should be provided for all purchases exceeding \$10,000.00 (in addition to authorized proposal). Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or resellers certificate.

By signing this proposal (the "Proposal") (or, if this Proposal is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), the Customer agrees to all terms and conditions set forth herein, including without limitation those set out in this Comments and Terms section, and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the "Ts&Cs"), which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or "battle of the forms," in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a "Conflict") between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a "Provision") of the Accompanying Agreement and any Provision of this Proposal (including, for clarity, the Ts&Cs), this Proposal shall prevail and control; Customer and Safe Fleet intend this Proposal to be, and this Proposal shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement.

The warranties applicable to the products, services, and other matters set forth herein are available at <https://www.safefleet.net/product-and-service-warranties> (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

PO#	_____	Date:	_____
Name:	_____	Title:	_____
Signature:	_____		_____
Comments:	_____ _____		



Seon Additional Comments & Terms:

Texas Buy Board - option

Proposed installation prices are based on all vehicles being present and available, in a single location, at the time of scheduled installation. Any offsite installation work or the requirement to return to the site at a later date are subject to additional fees including labor and associated travel costs.

Seon cloud-based services, metadata retention duration: Transit systems

Metadata for Seon's vMax Commander and vMax Live Plus cloud-based services (standard service), is maintained for 6 months and then permanently deleted from the Seon cloud servers.

Metadata refers to all records created, input, or collected through the cloud-based service and stored on our cloud servers, excluding Media Files as described below:

Metadata includes

- Data created, input, logged or collected through the cloud-based service related to the fleet, vehicle location, or vehicle speed, and operational data related to alarms.
- Equipment health check information
- Metadata does NOT include

User names and passwords

- Media Files – **any audio, video, or photo data that is created**, input, or collected through use of the Software service
- Any fleet set-up data entered by users such as bus IDs, route IDs, driver IDs, vehicle types

This quote is valid for up to 60 days. All sales are final. A restocking fee of 20% will apply for any product returns and/or exchanges requested after initial shipment of the product. Note that product returns and/or exchanges will only be accepted for new, unused product that is within the original, unopened packaging.

The following additional terms and conditions apply to Customer's use of the Smart Reach Cellular Router All-in-One (SRC-ROUTER-S-1), and/or Safe Fleet Stream Cellular DATA PLAN, but, in each case solely during the period (if any) for which Customer has purchased a Smart Reach Hotspot plan:

(1) All pricing for Hotspot Cellular Products assumes a three-year commitment by Customer. Typically, Safe Fleet requires payment in full for all hardware in advance. When Customer purchases a Smart Reach Hotspot plan, however, as an added benefit to Customer, Safe Fleet amortizes the cost of hardware over the three-year subscription period. Therefore, in consideration of the foregoing, Customer acknowledges and agrees that, if Customer terminates its wireless subscription prior to the third anniversary thereof for any reason, Customer will, within 30 days of notice of termination, pay an early termination fee equal to the full cost of all hardware purchased by customer, less only the amortized portion thereof for which Safe Fleet has actually received payment as of the effective date of such termination (which amount Safe Fleet will communicate to Customer upon Customer's request). Notwithstanding the foregoing, Customer may pay the full cost of the hardware in full in advance, in which case the three-year commitment and early termination fee will not apply.

(2) Unless otherwise provided in this Proposal, the Smart Reach Hotspot plan permits 60GB of data usage per year. Customer may track data consumption using Safe Fleet data reports, and may purchase additional data if mutually agreed by the Parties in writing. Customer may contact Safe Fleet for current rates. If Customer uses 60 GB of data in a subscription year and has not purchased additional data, Customer may no longer use, and Safe Fleet may terminate,



Customer's connection. Annual data not used in the applicable year will be forfeited and will not be credited or rolled over to subsequent years.

The following additional terms and conditions apply to Customer's use of the Smart Reach Cellular Modem (SRC-MODEM-S-1), Smart Reach Cellular Router All-in-One (SRC-ROUTER-S-1), and/or Safe Fleet Stream Cellular DATA PLAN, in each case except during such period (if any) that Customer has purchased, and is current on payment for, a Smart Reach Hotspot plan:

(1) Customer agrees that it will not (a) enable any WIFI hotspot that makes use of any Safe Fleet stream Cellular Data Plan, (b) allow passengers or any other third parties to use any Safe Fleet Stream Cellular Data Plan, or (c) use any Safe Fleet Stream Cellular Data Plan for any purpose other than to use the applicable Seon products (e.g., RV50-X and/or MP70 products, as applicable) for their intended purposes, as set forth in applicable Seon documentation.

(2) Without limiting the foregoing, Customer further acknowledges and agrees that Safe Fleet will have no obligation to provide support of any kind to enable, or otherwise relating in any way, to any wifi hotspot that makes use of any of the foregoing Cellular products and/or services.

(3) The Safe Fleet Stream Cellular DATA PLAN offers limited data per month and is intended for use solely for Live Stream video. Customer's data limit is set forth above in this document. Data may be shared among vehicles in Customer's fleet. Monthly data not used in the applicable month will be forfeited and will not be credited or roll over to subsequent months. Customer will pay an overage fee per gigabyte of data (prorated for any portion of a gigabyte) used in excess of the monthly limit, at Seon's then-current, applicable pricing. Customer may request the latest overage fee price from Customer's sales representative, by referencing Part Number: DATA-OVERAGE-1G-S.

In support of the Preventative Maintenance Program (PMP) Services ("PM Services"), Customer must provide: (a) a list of vehicles, including vehicle number, identifying the vehicles to be included under the Preventative Maintenance Program, and promptly update such list after each Customer fleet update; (b) easy access for Safe Fleet's technician to areas within the building (e.g., vehicle bays, yard, workspace, lunchroom, washrooms) reasonably requested by Safe Fleet for purposes of providing the PM Services; (c) a workspace equipped with a desk for the Safe Fleet technician to operate a computer; (d) a minimum of one indoor bay with adequate power and lighting; (e) a Customer representative as a primary point of contact, available daily on an as-needed basis for Safe Fleet's technician to discuss vehicle availability needs to ensure vehicles are available continuously for PM Services; (f) personnel qualified to drive vehicles and operate vehicle facilities (e.g., raise/lower lift arms, etc.) as reasonably requested by Safe Fleet; (g) provide easy access to Customer-furnished spares as reasonably requested by Safe Fleet; and (h) all other information and assistance as Safe Fleet may reasonably request in order to provide the PM Services. All PM Services are also governed by the Safe Fleet Video & Telematics Preventative Maintenance Services Additional Terms & Conditions currently available at <https://www.safefleet.net/pmprogram-additional-terms>, as may be modified by Safe Fleet in its discretion from time to time, which are hereby incorporated into and made a part of this Proposal.

Thank you for the opportunity to provide a Proposal for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for passenger and driver safety and security.

Please feel free to contact me directly at 1.877.630.7366 if you have any questions or concerns. We look forward to partnering with you.

Best regards,

Dusty Bigham
1.877.630.7366 | dusty.bigham@safefleet.net



Date: 11/17/2023
Proposal #: Q-48795
Expiry Date: 1/16/2024
End User:

PREPARED FOR:

SOLD TO DETAILS

Fort Bend County Public
 Transportation- County Auditor
 301 Jackson Street
 Richmond, Texas 77469
 United States

BILLING DETAILS

Fort Bend County Public
 Transportation- County Auditor
 301 Jackson Street Richmond,
 TX 77469 US

SHIPPING DETAILS

Fort Bend County Public
 Transportation
 12550 Emily Court Sugar Land,
 TX 77478 US

PREPARED BY:

Dusty Bigham

Corporate Office: 1.877.630.7366
 Unit 111, 3B Burbidge Street
 Coquitlam, BC V3K 7B2
 dusty.bigham@safefleet.net

Commander - Phase 2

Renewal of \$36 per vehicle will apply after the first year.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
14	VMC5V	vMax Commander 5.0: Vehicle Activation (per vehicle) - Annual Renewal Fees Apply Commander Vehicle Activation and First Years License	USD 200.00	USD 2,800.00
Commander - Phase 2 Total:				USD 2,800.00

Commander Annual Renewal, Years 2, 3,
 4, 5 - Phase 2

Agreed price of \$36 annual renewal per year for this RFP. After year 5 renewal, standard pricing will apply. Renewals will apply once new vehicles have been delivered and activated.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
14	VMC5V-RY4	vMax Commander Renewal, Per Vehicle, 4 Years- Renewal Fees Apply	USD 144.00	USD 2,016.00
Commander Annual Renewal, Years 2, 3, 4, 5 - Phase 2 Total:				USD 2,016.00

Livestream - Phase 2

Renewal of \$36 per vehicle will apply after the first year.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
14	LIVESTREAM-Y1	Live Streaming software subscription includes 1st year of set-up, activation, hosting, licensing and support per vehicle- Renewal Fees Apply Livestream Vehicle Activation and First Years License	USD 65.00	USD 910.00
Livestream - Phase 2 Total:				USD 910.00



Livestream Annual Renewal, Years 2, 3, 4, 5 - Phase 2

Agreed price of \$36 annual renewal per year for this RFP. After year 5 renewal, standard pricing will apply. Renewals will apply once new vehicles have been delivered and activated.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
14	LIVESTREAM-RY4	4 year renewal for Streaming software subscription which includes set-up, hosting, licensing and support per vehicle- Renewal Fees Apply	USD 144.00	USD 2,016.00
Livestream Annual Renewal, Years 2, 3, 4, 5 - Phase 2 Total:				USD 2,016.00

Cellular Data Plan Annual Renewal, Years 2, 3, 4, 5 - Phase 2

Agreed price of \$706 annual renewal per year for this RFP. After year 5 renewal, standard pricing will apply. Renewals will apply once new vehicles have been delivered and activated.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
14	SRH-R1T60G-RY4	Smart Reach HotSpot - Router, Content Filtering, Captive Portal, CIPA Compliant, 60GB, AT&T, Renew 4 years	USD 2,824.00	USD 39,536.00
Cellular Data Plan Annual Renewal, Years 2, 3, 4, 5 - Phase 2 Total:				USD 39,536.00

Professional Services - Phase 2

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	PRS-ENGSITE	On Site Engineering Service Per Day	USD 1,000.00	USD 1,000.00
1	PRS-REMOTE	Remote Engineering Service Per Day	USD 844.00	USD 844.00
2	PRS-TRVL	Engineering Services Travel Days To/From Site	USD 1,000.00	USD 2,000.00
Professional Services - Phase 2 Total:				USD 3,844.00

Preventative Maintenance - Phase 2

This would be year 2 for Preventative Maintenance along with the anticipated 14 new buses added to the total fleet in 2024. Price includes travel expense and cost is per bus.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
79	PMP-ANNL-A	Preventative Maintenance Program - Annual Fleet Inspection - Per Vehicle - Paid Annually	USD 278.00	USD 21,962.00
Preventative Maintenance - Phase 2 Total:				USD 21,962.00

				Total: USD 73,084.00
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Safe Fleet Preventative Maintenance Program

Ensure your fleet safety systems are running optimally, increasing system and safety performance and reducing operational cost.

[ASK US HOW IT WORKS](#)



All purchases must be confirmed with an authorized signature from the purchaser; company issued purchase orders should be provided for all purchases exceeding \$10,000.00 (in addition to authorized proposal). Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or resellers certificate.

By signing this proposal (the "Proposal") (or, if this Proposal is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), the Customer agrees to all terms and conditions set forth herein, including without limitation those set out in this Comments and Terms section, and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the "Ts&Cs"), which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or "battle of the forms," in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a "Conflict") between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a "Provision") of the Accompanying Agreement and any Provision of this Proposal (including, for clarity, the Ts&Cs), this Proposal shall prevail and control; Customer and Safe Fleet intend this Proposal to be, and this Proposal shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement.

The warranties applicable to the products, services, and other matters set forth herein are available at <https://www.safefleet.net/product-and-service-warranties> (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

PO#	_____	Date:	_____
Name:	_____	Title:	_____
Signature:	_____		_____
Comments:	_____ _____		



Seon Additional Comments & Terms:

Texas Buy Board - option

Seon cloud-based services, metadata retention duration: Transit systems

Metadata for Seon's vMax Commander and vMax Live Plus cloud-based services (standard service), is maintained for 6 months and then permanently deleted from the Seon cloud servers.

Metadata refers to all records created, input, or collected through the cloud-based service and stored on our cloud servers, excluding Media Files as described below:

Metadata includes

- Data created, input, logged or collected through the cloud-based service related to the fleet, vehicle location, or vehicle speed, and operational data related to alarms.
- Equipment health check information
- Metadata does NOT include

User names and passwords

- Media Files – **any audio, video, or photo data that is created**, input, or collected through use of the Software service
- Any fleet set-up data entered by users such as bus IDs, route IDs, driver IDs, vehicle types

This quote is valid for up to 60 days. All sales are final. A restocking fee of 20% will apply for any product returns and/or exchanges requested after initial shipment of the product. Note that product returns and/or exchanges will only be accepted for new, unused product that is within the original, unopened packaging.

In support of the Preventative Maintenance Program (PMP) Services ("PM Services"), Customer must provide: (a) a list of vehicles, including vehicle number, identifying the vehicles to be included under the Preventative Maintenance Program, and promptly update such list after each Customer fleet update; (b) easy access for Safe Fleet's technician to areas within the building (e.g., vehicle bays, yard, workspace, lunchroom, washrooms) reasonably requested by Safe Fleet for purposes of providing the PM Services; (c) a workspace equipped with a desk for the Safe Fleet technician to operate a computer; (d) a minimum of one indoor bay with adequate power and lighting; (e) a Customer representative as a primary point of contact, available daily on an as-needed basis for Safe Fleet's technician to discuss vehicle availability needs to ensure vehicles are available continuously for PM Services; (f) personnel qualified to drive vehicles and operate vehicle facilities (e.g., raise/lower lift arms, etc.) as reasonably requested by Safe Fleet; (g) provide easy access to Customer-furnished spares as reasonably requested by Safe Fleet; and (h) all other information and assistance as Safe Fleet may reasonably request in order to provide the PM Services. All PM Services are also governed by the Safe Fleet Video & Telematics Preventative Maintenance Services Additional Terms & Conditions currently available at <https://www.safefleet.net/pmprogram-additional-terms>, as may be modified by Safe Fleet in its discretion from time to time, which are hereby incorporated into and made a part of this Proposal.

Thank you for the opportunity to provide a Proposal for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for passenger and driver safety and security.

Please feel free to contact me directly at 1.877.630.7366 if you have any questions or concerns. We look forward to partnering with you.

Best regards,



Dusty Bigham
1.877.630.7366 | dusty.bigham@safefleet.net



Date: 11/17/2023
Proposal #: Q-48794
Expiry Date: 1/16/2024
End User:

PREPARED FOR:

SOLD TO DETAILS

Fort Bend County Public
Transportation- County Auditor
301 Jackson Street
Richmond, Texas 77469
United States

BILLING DETAILS

Fort Bend County Public
Transportation- County Auditor
301 Jackson Street Richmond,
TX 77469 US

SHIPPING DETAILS

Fort Bend County Public
Transportation
12550 Emily Court Sugar Land,
TX 77478 US

PREPARED BY:

Dusty Bigham

Corporate Office: 1.877.630.7366
Unit 111, 3B Burbidge Street
Coquitlam, BC V3K 7B2
dusty.bigham@safefleet.net

Commander - Phase 3

Renewal of \$36 per vehicle will apply after the first year.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	VMC5V	vMax Commander 5.0: Vehicle Activation (per vehicle) - Annual Renewal Fees Apply Commander Vehicle Activation and First Years License	USD 200.00	USD 2,000.00
Commander - Phase 3 Total:				USD 2,000.00

Commander Annual Renewal, Years 2, 3,
4, 5 - Phase 3

Agreed price of \$36 annual renewal per year for this RFP. After year 5 renewal, standard pricing will apply. Renewals will apply once new vehicles have been delivered and activated.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	VMC5V-RY4	vMax Commander Renewal, Per Vehicle, 4 Years- Renewal Fees Apply	USD 144.00	USD 1,440.00
Commander Annual Renewal, Years 2, 3, 4, 5 - Phase 3 Total:				USD 1,440.00

Livestream - Phase 3

Renewal of \$36 per vehicle will apply after the first year.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	LIVESTREAM-Y1	Live Streaming software subscription includes 1st year of set-up, activation, hosting, licensing and support per vehicle- Renewal Fees Apply Livestream Vehicle Activation and First Years License	USD 65.00	USD 650.00
Livestream - Phase 3 Total:				USD 650.00



Livestream Annual Renewal, Years 2, 3, 4, 5 - Phase 3

Agreed price of \$36 annual renewal per year for this RFP. After year 5 renewal, standard pricing will apply. Renewals will apply once new vehicles have been delivered and activated.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	LIVESTREAM-RY4	4 year renewal for Streaming software subscription which includes set-up, hosting, licensing and support per vehicle- Renewal Fees Apply	USD 144.00	USD 1,440.00
Livestream Annual Renewal, Years 2, 3, 4, 5 - Phase 3 Total:				USD 1,440.00

Cellular Data Plan Annual Renewal, Years 2, 3, 4, 5 - Phase 3

Agreed price of \$706 annual renewal per year for this RFP. After year 5 renewal, standard pricing will apply. Renewals will apply once new vehicles have been delivered and activated.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	SRH-R1T60G-RY4	Smart Reach HotSpot - Router, Content Filtering, Captive Portal, CIPA Compliant, 60GB, AT&T, Renew 4 years	USD 2,824.00	USD 28,240.00
Cellular Data Plan Annual Renewal, Years 2, 3, 4, 5 - Phase 3 Total:				USD 28,240.00

Professional Services - Phase 3

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	PRS-ENGSITE	On Site Engineering Service Per Day	USD 1,000.00	USD 1,000.00
1	PRS-REMOTE	Remote Engineering Service Per Day	USD 844.00	USD 844.00
2	PRS-TRVL	Engineering Services Travel Days To/From Site	USD 1,000.00	USD 2,000.00
Professional Services - Phase 3 Total:				USD 3,844.00

Preventative Maintenance - Phase 3

This would be year 3 for Preventative Maintenance along with the anticipated 10 new buses added to the total fleet in 2025. Price includes travel expense and cost is per bus.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
89	PMP-ANNL-A	Preventative Maintenance Program - Annual Fleet Inspection - Per Vehicle - Paid Annually	USD 278.00	USD 24,742.00
Preventative Maintenance - Phase 3 Total:				USD 24,742.00

				Total: USD 62,356.00
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Safe Fleet Preventative Maintenance Program

Ensure your fleet safety systems are running optimally, increasing system and safety performance and reducing operational cost.

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All purchases must be confirmed with an authorized signature from the purchaser; company issued purchase orders should be provided for all purchases exceeding \$10,000.00 (in addition to authorized proposal). Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or resellers certificate.

By signing this proposal (the "Proposal") (or, if this Proposal is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), the Customer agrees to all terms and conditions set forth herein, including without limitation those set out in this Comments and Terms section, and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the "Ts&Cs"), which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or "battle of the forms," in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a "Conflict") between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a "Provision") of the Accompanying Agreement and any Provision of this Proposal (including, for clarity, the Ts&Cs), this Proposal shall prevail and control; Customer and Safe Fleet intend this Proposal to be, and this Proposal shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement.

The warranties applicable to the products, services, and other matters set forth herein are available at <https://www.safefleet.net/product-and-service-warranties> (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

PO#	_____	Date:	_____
Name:	_____	Title:	_____
Signature:	_____		_____
Comments:	_____ _____		



Seon Additional Comments & Terms:

Texas Buy Board - option

Seon cloud-based services, metadata retention duration: Transit systems

Metadata for Seon's vMax Commander and vMax Live Plus cloud-based services (standard service), is maintained for 6 months and then permanently deleted from the Seon cloud servers.

Metadata refers to all records created, input, or collected through the cloud-based service and stored on our cloud servers, excluding Media Files as described below:

Metadata includes

- Data created, input, logged or collected through the cloud-based service related to the fleet, vehicle location, or vehicle speed, and operational data related to alarms.
- Equipment health check information
- Metadata does NOT include

User names and passwords

- Media Files – **any audio, video, or photo data that is created**, input, or collected through use of the Software service
- Any fleet set-up data entered by users such as bus IDs, route IDs, driver IDs, vehicle types

This quote is valid for up to 60 days. All sales are final. A restocking fee of 20% will apply for any product returns and/or exchanges requested after initial shipment of the product. Note that product returns and/or exchanges will only be accepted for new, unused product that is within the original, unopened packaging.

In support of the Preventative Maintenance Program (PMP) Services ("PM Services"), Customer must provide: (a) a list of vehicles, including vehicle number, identifying the vehicles to be included under the Preventative Maintenance Program, and promptly update such list after each Customer fleet update; (b) easy access for Safe Fleet's technician to areas within the building (e.g., vehicle bays, yard, workspace, lunchroom, washrooms) reasonably requested by Safe Fleet for purposes of providing the PM Services; (c) a workspace equipped with a desk for the Safe Fleet technician to operate a computer; (d) a minimum of one indoor bay with adequate power and lighting; (e) a Customer representative as a primary point of contact, available daily on an as-needed basis for Safe Fleet's technician to discuss vehicle availability needs to ensure vehicles are available continuously for PM Services; (f) personnel qualified to drive vehicles and operate vehicle facilities (e.g., raise/lower lift arms, etc.) as reasonably requested by Safe Fleet; (g) provide easy access to Customer-furnished spares as reasonably requested by Safe Fleet; and (h) all other information and assistance as Safe Fleet may reasonably request in order to provide the PM Services. All PM Services are also governed by the Safe Fleet Video & Telematics Preventative Maintenance Services Additional Terms & Conditions currently available at <https://www.safefleet.net/pmprogram-additional-terms>, as may be modified by Safe Fleet in its discretion from time to time, which are hereby incorporated into and made a part of this Proposal.

Thank you for the opportunity to provide a Proposal for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for passenger and driver safety and security.

Please feel free to contact me directly at 1.877.630.7366 if you have any questions or concerns. We look forward to partnering with you.

Best regards,



Dusty Bigham
1.877.630.7366 | dusty.bigham@safefleet.net



Date: 11/17/2023
Proposal #: Q-53494
Expiry Date: 1/16/2024
End User:

PREPARED FOR:

SOLD TO DETAILS

Fort Bend County Public
Transportation- County Auditor
301 Jackson Street
Richmond, Texas 77469
United States

BILLING DETAILS

Fort Bend County Public
Transportation- County Auditor
301 Jackson Street Richmond,
TX 77469 US

SHIPPING DETAILS

Fort Bend County Public
Transportation
12550 Emily Court Sugar Land,
TX 77478 US

PREPARED BY:

Dusty Bigham

Corporate Office: 1.877.630.7366
Unit 111, 3B Burbidge Street
Coquitlam, BC V3K 7B2
dusty.bigham@safefleet.net

Preventative Maintenance - Phase 4 This would be year 4 for Preventative Maintenance for a total of 89 vehicles. If new vehicles are add to Fort Bend's fleet, this price will need to be adjusted. Price includes travel expense and cost is per bus.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
89	PMP-ANNL-A	Preventative Maintenance Program - Annual Fleet Inspection - Per Vehicle - Paid Annually	USD 278.00	USD 24,742.00
Preventative Maintenance - Phase 4 Total:				USD 24,742.00

Preventative Maintenance - Phase 5 This would be year 5 for Preventative Maintenance for a total of 89 vehicles. If new vehicles are add to Fort Bend's fleet, this price will need to be adjusted. Price includes travel expense and cost is per bus.

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
89	PMP-ANNL-A	Preventative Maintenance Program - Annual Fleet Inspection - Per Vehicle - Paid Annually	USD 278.00	USD 24,742.00
Preventative Maintenance - Phase 5 Total:				USD 24,742.00

Total: USD 49,484.00

Safe Fleet Preventative Maintenance Program

Ensure your fleet safety systems are running optimally, increasing system and safety performance and reducing operational cost.

ASK US HOW IT WORKS



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PO#	_____	Date:	_____
Name:	_____	Title:	_____
Signature:	_____		_____
Comments:	_____ _____		



Seon Additional Comments & Terms:

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Seon Additional Comments & Terms:

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Thank you for the opportunity to provide a Proposal for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for passenger and driver safety and security.

Please feel free to contact me directly at 1.877.630.7366 if you have any questions or concerns. We look forward to partnering with you.

Best regards,



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Limited Product Warranty

Last updated April 29, 2021

Safe Fleet's video and telematics products and services are sold and delivered under a variety of brand names, including Safe Fleet®, Seon®, FleetMind® and MobileView®. These brands and associated businesses are owned and operated through Safe Fleet Acquisition Corp. and its wholly-owned subsidiaries, including FleetMind Seon Solutions, Inc., Seon Systems Sales, Inc. and Seon Design (USA) Corp.

Seon Systems Sales Inc. or its designated applicable affiliate ("Seon") warrants the systems, cameras and components listed below against defects in workmanship and materials, but solely as expressly set forth (and subject to the terms and conditions provided) below; provided, further, that (i) such defects appear or are discovered within the respective periods specified below and (ii) the purchaser of such products notifies Seon of such defects in writing within thirty (30) days of the appearance or discovery of such defects:

- Three (3) years from date of purchase, parts and repair labor on all MobileView Recorders, Cameras, and Accessories
- Three (3) years from date of purchase, parts and repair labor on all Seon brand and C3Q/C3W Cameras
- Three (3) years from date of purchase, parts and repair labor on the HX, NX, NH, DH, TH, TL series Digital Video Recorders (Mobile DVR Systems)
- Three (3) years from date of purchase, parts and repair labor on Mobile DVR Systems hard drives (HDD) and solid state drives (SSD)
- Three (3) years from date of purchase, parts and repair labor on (SRC-MODEMS) and (SRC-ROUTERS)
- One (1) year from the date of purchase, parts and repair labor on all hand-held portable service monitors
- Two (2) years from date of purchase, parts and repair labor on all Driver-Assist and Public Display monitors
- One (1) year from the date of purchase, parts and repair labor on all SD card storage media
- Two (2) years from date of purchase, parts and repair labor on inView 360™ Around Vehicle Monitoring Systems (including cameras, ECU, and wiring)
- One (1) year from date of purchase, parts and repair labor on the Smart Reach® and other wireless products and the Predictive Stop Arms system.
- One (1) year from date of purchase, parts and repair labor on the DS2 system, LMU, Student Tracking RFID readers and Mobile Data Terminal (MDT) hardware products
- One (1) year from date of purchase, parts and repair labor on all other products and accessories.

If Seon repairs any camera or component which is out of warranty, Seon warrants such repaired cameras or components against defects in workmanship and materials provided that such defects appear or are discovered within 90 days from date of shipment of such repaired camera or component to customer by Seon, and provided further that the purchaser of such products notifies Seon of such defects within thirty (30) days of the appearance or discovery of such defects. **Note:** This warranty does not cover equipment and component removal or replacement labor regardless of cause.

Subject to the terms and conditions listed below, during the relevant warranty period, Seon will repair, replace, or refund the purchase price for the defective product, whichever Seon considers to be appropriate in the circumstances, in Seon's sole and absolute discretion, free of charge, any defective products returned prepaid. In the event the purchaser has a problem with any Seon product, please call and request a RETURN MATERIALS AUTHORIZATION (RMA) NUMBER from the Service Department. Please call 1.844.899.7366 or 604.941.0880 and ask for the Service Department. Be sure to have the model number, serial number and the nature of the problem available for the customer service representative. Prior written authorization (including an RMA number) MUST be obtained from Seon prior to (and as a condition to) any and all returns, exchanges, or credits. ITEMS SHIPPED TO SEON WITHOUT A CLEARLY IDENTIFIED RMA NUMBER PREVIOUSLY ISSUED BY SEON MAY BE REFUSED BY SEON IN ITS SOLE AND ABSOLUTE DISCRETION.

Products returned to Seon as provided above will be tested by Seon to verify the existence and extent of possible defects. Upon verification of a defect by Seon, the product will be repaired or exchanged by or on behalf of Seon, or the purchase price will be refunded or credited to the customer's account, at the sole option of Seon. In the event of replacement, the returned product will be credited to the customer's account and a new invoice issued for the replacement item. Seon reserves the right to refund the purchase price, or to issue a credit only, in lieu of replacement. Seon may use new or refurbished replacement parts for repairing its products, at its sole and absolute discretion. Seon may replace an entire unit with an equivalent model, at its sole and absolute discretion. If a unit is exchanged, the returned product shall become the property of Seon and the replacement product becomes the property of the purchaser, and the remainder of the warranty that applied to the returned unit from the original purchase shall apply to the replacement product. Replacement units may be new units, or units that have been repaired to full factory specifications, at Seon's discretion. If Seon finds that the returned product is 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 the customer. Repairs of such nature will incur a charge for parts and labor and will proceed only by agreement with the customer to accept the charge.

ADVANCE REPLACEMENTS

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

- a) the date of installation of such product, if Seon performed such installation; or
- b) the date of shipment of such product to the customer by Seon, if Seon did not perform such installation,

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 any equipment, components, or other products or items not supplied by Seon;
- b) to computer equipment (such as, but not limited to, monitors, printers, servers and laptops) supplied by Seon but not manufactured by Seon, it being understood and agreed that the customer must contact the original manufacturer of such equipment for applicable warranty terms and service;
- c) to any equipment, components, or other products or items which, in whole or in part, directly or indirectly, shall have been: (i) operated in excess of rated capacity, or (ii) subject to any negligence, accident, or damage arising in any manner from circumstances beyond Seon's control, or to improper installation, operation, maintenance, servicing, alterations or storage, modification without Seon's express prior written authorization, misuse, vandalism, fire, floods or acts of nature, or otherwise, in all such cases so as to have affected the same adversely, in Seon's sole and absolute judgment and discretion;
- d) to equipment, components, or other products or items that were installed utilizing installation products not supplied by Seon;
- e) if the warranty seal on the DVR or other applicable equipment, component or other product or item has been broken or tampered with;
- f) if the serial number for the product or other applicable equipment, component or other item has been altered in any way;
- g) if the product or other applicable equipment, component or other item has been operated outside of the specified Operating Environment specified in the applicable Seon User's Manual for same, or not in accordance with Seon's oral or written instructions as to the storage, installation, commissioning, operation, use or maintenance of same, or if the customer makes further use of same after delivering the applicable notice of defect required above; 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.

Certain Disclaimers

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, NON-INFRINGEMENT, OR FITNESS FOR PURPOSE, ANY WARRANTIES OR MODIFIED WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING, AND, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH ABOVE, ANY WARRANTIES WITH RESPECT TO ANY EQUIPMENT, COMPONENTS, OR OTHER PRODUCTS OR ITEMS MANUFACTURED BY A THIRD PARTY.

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 expressly and specifically 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, except to any extent strictly prohibited by applicable law, 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. In no event shall Seon's total liability for any damages to purchaser or any other person or entity 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.

The information contained herein is subject to change without notice.

Provisions Applicable Only to U.S. Customers

For each customer 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 the exercise by the U.S. Closed Courts 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 or Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

Provisions Applicable Only to Non-U.S. Customers

For those customers whose mailing address is in Canada or another location outside 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 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. Customer specifically consents to the exercise by the Canadian Closed Courts of jurisdiction over it. The purchaser attorns to the exclusive jurisdictions 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 or Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

Extended Warranty for Certain Products

The following extended warranty ("Extended Warranty") provisions apply only to products ("Extended Warranty Products") in respect of which Seon expressly and specifically has offered, and the customer expressly and specifically has purchased, the Extended Warranty as a separate product from Seon. Solely upon payment in full for the Extended Warranty by such customer, and in such case solely with respect to such Extended Warranty Products, 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 Extended Warranty purchase documentation executed by the customer and Seon, 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) as determined by Seon in its sole and absolute discretion, Seon may elect to pay freight, brokerage and/or duty costs to bring the defective goods to Canada, if required.

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: ptsupport@safefleet.net.

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.

If Seon elects to pay the cost of freight in accordance with clause (e) above, 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 under any circumstances.

A renewal or extension of the Extended Warranty is not automatic and will only be granted at the sole and absolute discretion of Seon, which (if so granted) must be expressly and specifically confirmed by Seon in writing.

EXHIBIT B



Date: 2/1/2024
Proposal #: Q-56429
Expiry Date: 4/1/2024
End User:

PREPARED FOR:

Amber Jefferson
 Procurement & Contracts
 Administrative Assistant

(281) 243-6707

PREPARED BY:

Brent Thrift

SOLD TO DETAILS

Fort Bend County Public
 Transportation- County Auditor
 301 Jackson Street
 Richmond, Texas 77469
 United States

BILLING DETAILS

Fort Bend County Public
 Transportation- County Auditor
 301 Jackson Street Richmond,
 TX 77469 US

SHIPPING DETAILS

Fort Bend County Public
 Transportation
 12550 Emily Court Sugar Land,
 TX 77478 US

Corporate Office: 1.877.630.7366
 Unit 111, 3B Burbidge Street
 Coquitlam, BC V3K 7B2
 brent.thrift@safefleet.net

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	DH6H2T0-M	DH6 DVR, 6 HD Channels, Audio, GPS + Antenna, WiFi (AC, AN, BGN), 6CH Breakout Harness with 2x3 Video Connectors, Security Front Cover with Lock Set, Mounting Plate, Power Harness, 2TB HDD	USD 1,698.00	USD 5,094.00
10	TH-HK2T0	H Series Storage Cartridge for compatible recorders, includes 2TB HDD and Protective Carry Case	USD 395.00	USD 3,950.00
5	HD3Q03A	HD 1080P Camera, Dome, 2.8mm, internal, audio, IR TDN, no harness — to use with DH4C, TH6, TH8, and NH16 DVRs	USD 268.00	USD 1,340.00
5	HD3Q04A	HD 1080P Camera, Dome, 3.6mm, internal, audio, IR TDN, no harness — to use with DH4C, TH6, TH8, and NH16 DVRs	USD 263.00	USD 1,315.00
3	FRGT-DH6-G	Freight,Ground,CE,DH6 System	USD 53.00	USD 159.00
Total:				USD 11,858.00

Safe Fleet Preventative Maintenance Program

Ensure your fleet safety systems are running optimally, increasing system and safety performance and reducing operational cost.

ASK US HOW IT WORKS



All purchases must be confirmed with an authorized signature from the purchaser; company issued purchase orders should be provided for all purchases exceeding \$10,000.00 (in addition to authorized proposal). Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or resellers certificate.

By signing this proposal (the "Proposal") (or, if this Proposal is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), the Customer agrees to all terms and conditions set forth herein, including without limitation those set out in this Comments and Terms section, and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the "Ts&Cs"), which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or "battle of the forms," in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a "Conflict") between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a "Provision") of the Accompanying Agreement and any Provision of this Proposal (including, for clarity, the Ts&Cs), this Proposal shall prevail and control; Customer and Safe Fleet intend this Proposal to be, and this Proposal shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement.

The warranties applicable to the products, services, and other matters set forth herein are available at <https://www.safefleet.net/product-and-service-warranties> (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

PO#	_____	Date:	_____
Name:	_____	Title:	_____
Signature:	_____		_____
Comments:	_____ _____		



Seon Additional Comments & Terms:

This quote is valid for up to 60 days. All sales are final. A restocking fee of 20% will apply for any product returns and/or exchanges requested after initial shipment of the product. Note that product returns and/or exchanges will only be accepted for new, unused product that is within the original, unopened packaging.

Thank you for the opportunity to provide a Proposal for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for passenger and driver safety and security.

Please feel free to contact me directly at 1.877.630.7366 if you have any questions or concerns. We look forward to partnering with you.

Best regards,

Brent Thrift
Inside Sales Associate- Transit South
1.877.630.7366 | brent.thrift@safefleet.net

EXHIBIT C



November 10, 2022

Fort Bend County Public Transportation
Perri D'Armond
Transportation Director
Richmond, Texas 77469

RE: Sole Source Manufacturing

Dear Ms. D'Armond,

This letter is to confirm that Seon Design Inc. is the sole owner of the design of the transit bus on-board video surveillance equipment that you are currently using at your facility. Seon engineers design all our systems for public transit bus applications. All components are made to Seon specifications and finished transit bus product is solely under the name Seon System Sales, Inc. and can meet Buy America requirements. Seon's DVR's and parts (hard drives etc.) are configured to only work with Seon DVR's.

All prices quoted to Fort Bend County Public Transportation are equal to or less than the prices charged to other customer for similar products, components, and quantities.

I trust you will find this information satisfactory.

Thank you for your consideration!

Sincerely,

John Meyer
Director of Sales - Transit Bus and Rail
Safe Fleet – SEON Design, Inc.
1-406-273-8139 | jmeyer@safefleet.net

Safe Fleet Bus & Rail is a division of Safe Fleet, the leading global provider of safety solutions for fleet vehicles and the #1 provider of mobile video surveillance solutions, as reported in IHS Group's 2018 biennial report on mobile surveillance.