

TIPS VENDOR AGREEMENT

Between Seon Systems Sales Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
for
RFP 180801 School Bus Surveillance

General Information

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

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Agreements

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

Tax exempt status

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

Assignments of Agreements

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

Disclosures

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

Renewal of Agreements

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

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

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

Shipments

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

Invoices

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

Payments

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

Pricing

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

Participation Fees

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

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

Indemnity

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience

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

TIPS Member Purchasing Procedures

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

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

Form of Agreement

If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

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

Smoking

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

Marketing

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

Supplemental agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

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

Force Majeure

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

Scope of Services

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

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

Project Delivery Order Procedures

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

Status of TIPS Members as Related to This Agreement

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

Vendor's Resellers as Related to This Agreement

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

Scheduling of Projects

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

Support Requirements

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

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same

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

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

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

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

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

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

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

Insurance Requirements

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

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or on-site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

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

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

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

Special Terms and Conditions

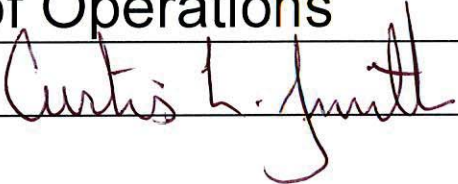
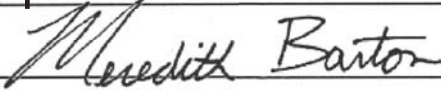

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually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

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. **Encouraging** entities to purchase directly from the Vendor, when the Member has requested a TIPS price, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 72 hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 180801 School Bus Surveillance

Company Name Seon Systems Sales Inc.
Address 111 - 3B Burbridge Street
City Coquitlam State BC Zip V3K 7B2
Phone 877-630-7366 Fax 866-664-3677
Email of Authorized Representative curtis.smith@seon.com
Name of Authorized Representative Curtis Smith
Title Vice President of Operations
Signature of Authorized Representative 
Date September 21, 2018
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 10/9/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

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

Supplier Information

Company Seon Systems Sales Inc.
 Address 4699 Solutions Center
 Lockbox #774699
 Chicago, IL 60677
 Contact
 Department
 Building
 Floor/Room
 Telephone (877) 630-7366
 Fax
 Email
 Submitted 9/21/2018 10:31:02 AM (CT)
 Total \$0.00

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

Signature Curtis Smith

Email curtis.smith@seon.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

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

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	NO
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Seon is the leading manufacturer of video surveillance and fleet management solutions for school and transit buses. Independent research firm, IHS Group, has consistently ranked Seon as the #1 provider of mobile surveillance equipment to the bus and coach industry in their biennial report on the mobile surveillance industry from 2007 to 2017.

In 2014, Seon joined the Safe Fleet family of brands. Headquartered in Belton, MO, Safe Fleet owns a portfolio of brands that provide increased functionality and integrated solutions for fleet vehicle manufacturers and operators around the world. These brands serve five major markets including: emergency services, bus and rail, truck and trailer, utility, and industrial. With almost 1000 employees, the Safe Fleet family of brands operates over 500,000 square feet of manufacturing space and targets markets with increasing demand for operator, passenger and pedestrian safety.

Seon's mobile surveillance products help transportation managers' capture, record, wirelessly download, view, and easily manage on-board security footage, quickly and reliably. Seon also offers fleet management solutions such as live vehicle tracking, passenger ridership tracking, and school bus routing which are integrated with mobile video to give fleet managers real-time information about their fleet operations – for total fleet awareness.

6	Primary Contact Name	Primary Contact Name	Luis Feijoo
7	Primary Contact Title	Primary Contact Title	Inside Sales Manager
8	Primary Contact Email	Primary Contact Email	luis.feijoo@seon.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	877-630-7366
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	866-664-3677
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Kevin Schentag
13	Secondary Contact Title	Secondary Contact Title	Sales Executive
14	Secondary Contact Email	Secondary Contact Email	kevin.schentag@seon.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	877-630-7366

16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	866-664-3677
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Luis Feijoo
19	Admin Fee Contact Email	Admin Fee Contact Email	luis.feijoo@seon.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	877-630-7366
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Luis Feijoo
22	Purchase Order Contact Email	Purchase Order Contact Email	luis.feijoo@seon.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	877-630-7366
24	Company Website	Company Website (Format - www.company.com)	www.seon.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	98-0691700
26	Primary Address	Primary Address	111 - 3B Burbidge Street
27	Primary Address City	Primary Address City	Coquitlam
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	British Columbia
29	Primary Address Zip	Primary Address Zip	V3K 7B2
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Seon Design, Safe Fleet, MobileView, accelerometer, on-board, DVR, digital video recorder, fleet software, routing software, fleet tracking, fleet management, asset tracking, mobile video collision avoidance system, vehicle cameras, school bus transportation management, live gps, gps vehicle tracking, school bus cameras, fleet camera, student tracking, vehicle video camera, school bus surveillance, video management software, school transportation software, fleet routing, driver dispatch, high definition, stop arm, routing, windshield camera, high definition, mdt, mobile data terminal, 180 degree, 360 degree
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source,	Yes

		whether it be local, state or federal?	
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Coquitlam
34	Company Residence (State)	Vendor's principal place of business is in the state of?	BC
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%
36	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
39	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	20
40	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No

41	Pricing discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
43	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
44	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf There is an optional upload for this form provided if you have a conflict and must file the form.	No
45	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?	
46	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
47	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	

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

By submission of this bid or proposal, the Bidder certifies (No Response Required)
that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

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

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

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

51 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

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

- | | | | |
|----|--|---|------------------------|
| 52 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p> | (No Response Required) |
| 53 | 2 CFR PART 200 Contracts | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p> | Yes |
| 54 | 2 CFR PART 200 Termination | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes |

55	2 CFR PART 200 Clean Air Act	Yes
56	2 CFR PART 200 Byrd Anti-Lobbying Amendment	Yes
57	2 CFR PART 200 Federal Rule	Yes

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

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

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

- 58 2 CFR PART 200 Procurement of Recovered Materials
- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?
- Yes
- 59 Certification Regarding Lobbying
- Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds
- Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The undersigned certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
- I HAVE NOT Lobbied per above
- 60 If you answered "I HAVE lobbied per above to the previous question.
- If you answered "I HAVE lobbied" per above Attribute #66, (No Response Required) you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

61	Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.	Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.	YES
62	ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?	ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.	YES
63	Indemnification	The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified	Yes

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

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

64 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

65 Remedies Explanation of No Answer

66 Choice of Law

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

Yes

67	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
68	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms?</p>	Yes, I Agree
69	Infringement(s) Explanation of No Answer		
70	Contract Governance	<p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p>	Yes
71	Payment Terms and Funding Out Clause	<p>Payment Terms: TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</p> <p>Funding Out Clause: Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel.</p>	Yes

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

72 Insurance and Fingerprint Requirements
Information

Insurance

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

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

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

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

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

73 Texas Education Code Chapter 22 Contractor
Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

None

- 74 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES. (No Response Required)
- 75 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES
 Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.
 The relevant section addressed by this form reads as follows:
 Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by
 ESC Region 8/The Interlocal Purchasing System (TIPS)
 4845 Highway 271 North
 Pittsburg,TX,75686
 verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
 AND
 our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

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

76	Logos and other company marks	<p>Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred</p> <p>Potential uses of company logo:</p> <ul style="list-style-type: none"> * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing) 	(No Response Required)
77	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes
78	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
79	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
80	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	

81 Felony Conviction Notice

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

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

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

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

83 Long Term Cost Evaluation Criterion # 4.

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

increases will be 5% or less annually per question

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

DATE September 21, 2018

Insert TIPS RFP# 180801

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

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

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

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

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

Seon Systems Sales Inc.

Name of company claiming confidential status of material

Curtis Smith, Vice President of Operations

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

111 - 3B Burbidge Street Coquitlam BC V3K 7B2 877-630-7366

Address

City

State

ZIP

Phone

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

Signature

Date

September 21, 2018

OR

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

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

Printed Name authorized company officer

Title of authorized company officer

Address

City

State

ZIP

Phone

Signature

Date

Seon Design Inc. ® Product Warranty

Seon Design Inc. ("Seon") warrants the cameras and components listed below against defects in workmanship and materials, provided that such defects appear or are discovered within the respective periods specified below, and provided further that 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 Cameras
- Three (3) years from date of purchase, parts and repair labor on the Explorer®, Trooper®, TH, and NX series DVR Systems
- Three (3) years from date of purchase, parts and repair labor on all hard disk drives and solid state drives (SSD's)
- One (1) year from 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 vMax Pulse Wireless systems and other Wireless products
- One (1) year from date of purchase, parts and repair labor on the LMU, VML Controller, Student Tracking RFID reader, DS2, other vMax Live Plus and vMax Navigator 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 arbitrary opinion, 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 authorization **MUST** be obtained for all returns, exchanges, or credits. **ITEMS SHIPPED TO SEON WITHOUT A CLEARLY IDENTIFIED RMA NUMBER MAY BE REFUSED.**

Products returned will be tested to verify for possible defects. Upon verification of a defect, the product will be repaired or exchanged, 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 arbitrary discretion. Seon may replace an entire unit with an equivalent model, at its sole and arbitrary discretion. If a unit is exchanged, the returned product shall become the property of Seon and the exchange product becomes the property of the purchaser, and the remainder of the warranty that applied to the original unit purchased shall apply to the exchanged product. Exchange units may be new units, or units that have been repaired to full factory specifications, at Seon's discretion. If the product is found to be in good working order or its inability to function properly is not covered by this warranty, the product will be returned in the same condition as received unless repair is possible and requested by 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, or component, and customer notifies Seon of such within sixty (60) days of:

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

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

THIS WARRANTY SHALL NOT APPLY:

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

Disclaimer

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

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

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

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

Provisions Applicable to American Customers

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

Provisions Applicable to Canadian Customers

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

The information contained herein is subject to change without notice.

Extended Warranty for Certain Products

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

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

Under the Extended Warranty:

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

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

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

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

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



A BETTER VIEW OF STUDENT SAFETY



Connect with Seon



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BETTER VISIBILITY INTO STUDENT SAFETY AND FLEET EFFICIENCY

IMPROVE **ROUTE** SAFETY



PLAN THE SAFEST MOST EFFICIENT ROUTES

Optimize your routes automatically to reduce fuel costs, vehicle wear and tear, and student ride times while ensuring safe, on-time arrival.



ELIMINATE DANGEROUS ROUTE DEVIATIONS

Compare planned vs. actual routes in a single map view to identify route deviations and risky driver behaviors such as speeding, or unplanned stops.



ENSURE ROUTE ACCURACY

Deliver drivers pre-trip inspection templates, turn-by-turn route directions, stops and student lists via an in-vehicle tablet and track route adherence.



REDUCE PARENT COMPLAINTS

Get real-time student ridership to speed up missing child investigations and deliver expected bus arrival times to parents to minimize waits at the bus stop and calls to the transportation office.



TRACK FLEET EFFICIENCY



IDENTIFY REAL TRANSPORTATION SAVINGS

Identify common fuel-wasters such as excessive idling, speeding, unplanned stops, and route deviations and monitor vehicle operations costs, driver costs, wait times and mileage.



MAXIMIZE BUS CAPACITY & SERVICE QUALITY

Automatically assign students to stops based on equipment needs using the least number of vehicles to avoid overcrowding while improving quality of service.



SECURE TRANSPORTATION FUNDING

Get instant, accurate student ridership counts critical to securing transportation funding.



RESPOND FASTER TO EMERGENCIES

Get real-time student ridership reports, live vehicle status including current speed, direction, and GPS location, and even tap into live video from any installed bus camera.

A BETTER **VIEW** OF STUDENT SAFETY

FASTER INCIDENT INVESTIGATION

Quickly locate and download video of on-board incidents creating video evidence complete with vehicle speed, signals, and GPS location.



MONITOR STUDENT & DRIVER BEHAVIOR

Capture and record student discipline problems or risky driving behavior in high resolution with up to 16 camera angles.



PREVENT ACCIDENTS & CAPTURE STOP-ARM VIOLATORS

Improve visibility at stops with a 360° bird's eye view around the vehicle and capture license plates of stop-arm violators to prevent accidents during the loading process that could cost student lives.



PRO-ACTIVELY MANAGE SYSTEM HEALTH

Quickly identify unlocked hard drives, as well as DVR, camera & GPS maintenance issues to ensure video footage is always available when requested.



Video Surveillance

Today's school bus video surveillance systems don't just capture video and audio of what's happening on the bus, but can synchronize critical vehicle telemetry data such as vehicle speed, location, turn signals, braking, and stop-arm deployment critical to incident investigation. They let drivers keep their eyes on the road and give you all the evidence you need to investigate on-board events quickly and easily.



IMPROVE STUDENT BEHAVIOR

Cameras on the school bus have proven to deter bullying, reduce incidences of vandalism, decrease student discipline problems, and provide a more accurate account of student and driver interaction.



SIMPLIFY ACCIDENT INVESTIGATION

The combination of a forward-facing camera and integrated vehicle telemetry data such as speed, location, and braking can help prove driver innocence and reduce insurance claims.



ENCOURAGE SAFER DRIVING PRACTICES

Video captures undesirable behaviors, such as texting, hard turns and braking, speeding, lapses in attention or even poor parent-driver and student-driver interactions, and can be a powerful tool in driver coaching and training leading to safer driving practices and reduced accidents.



CATCH STOP-ARM VIOLATORS

Specialized high-definition cameras automatically capture license plate numbers of vehicles passing a stopped school bus and trigger an alarm to tag video also records the date, time, and exact GPS location of the violation required for review by law enforcement.

Monitor Events On and Off Your Bus



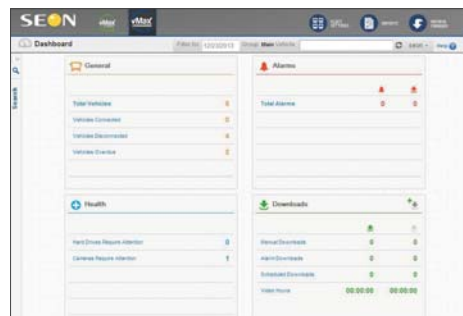
Capture and Record Everything

Our high-resolution digital video recorders (DVR) and high-definition cameras capture any student or driver behavior on and around the bus from up to 13 camera angles.



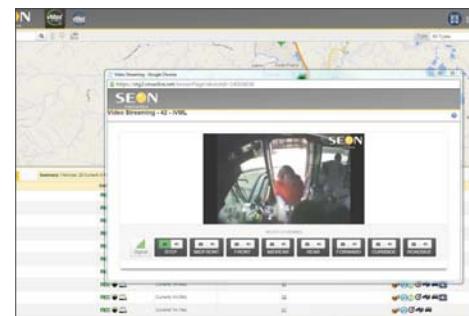
Intuitive Video Playback Software

Quickly locate any on-board incident and easily create a video clip for evidence complete with synchronized telemetry data such as braking, signals, speed, and GPS location.



Locate, Download, Manage On-board Video

Find critical video evidence in seconds, download video automatically via Wi-Fi, and pro-actively monitor your camera system health to avoid missed footage with our web-based video management software.



Stream Live Video

View live video from any installed bus camera over the cellular network from any Internet-connected device or from within our web-based routing platform.

LATEST HIGH-DEFINITION PLATFORM

UP TO 6 CHANNELS OF ALL-HD VIDEO SURVEILLANCE



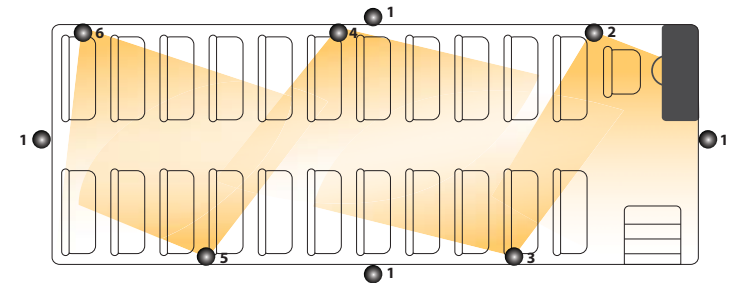
TH SERIES

HIGH DEFINITION FOR EVERY BUS TYPE & BUDGET

Full HD Video | Hybrid System | Up to 6 Cameras

See Everything Between the Seats

SAMPLE CROSS-VIEW BUS LAYOUT WITH 5 CAMERAS AND INVIEW 360



See between those high-back seats and all around the bus with 5 wide angle cameras and inView 360.



Camera 1 - InView 360



Camera 2 - HD3Q 2.8 mm



Camera 3 - HD3Q 2.8 mm



Camera 4 - HD3Q 2.8 mm



Camera 5 - HD3Q 2.8 mm



Camera 6 - HD3Q 2.8 mm

Discover more camera layouts for your safety needs: www.seon.com/THSeries

IMPROVE STUDENT SAFETY

- Real-time 360 degree view
- Eliminate blind spots
- Improve driver confidence



BEST VALUE IN SCHOOL BUS VIDEO

- Up to 1080p HD clarity
- Extend camera investment
- Easy upgrading
- Wide dynamic range
- 4 – 6 camera views

GOOD



TH4C

4 Channel DVR
720p @ 30 FPS
512 GB SD Card

BETTER



TH4

4 Channel DVR
720p @ 30 FPS
2 TB Hard Drive

BEST



TH6

6 Channel DVR
1080p @ 15 FPS
2 TB Hard Drive
Power Loss Protection

HYBRID TECHNOLOGY

- Use your existing Seon cameras
- Supports any combination of standard or HD cameras

CAPTURE EVERYTHING WITH CLARITY



- Interior & exterior cameras
- Up to 1080p resolution
- Wide dynamic range to handle various light conditions
- Plug & play installation



ZOOM IN ON KEY DETAILS

- Capture stop-arm violations
- Create clips for video evidence
- View telemetry data



DOWNLOAD VIDEO AUTOMATICALLY VIA WIFI

- Access video faster
- Manage system health
- View GPS route and location

Live Stream Compatible



Accessories

Enhance your video viewing experience with these essential add-ons:



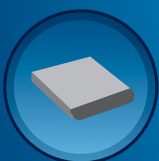
PASSIVE GPS RECEIVER

Record vehicle speed and location for enhanced incident analysis and receive alerts when a vehicle deviates from a geographic boundary.



HARD-DRIVE READER

Plug and play hard drive reader for easy playback and review of on-board video events.



SPARE MEDIA CARTRIDGE WITH HARD DRIVE

Purchase spare hard drives so that you never leave a DVR without a video storage device and eliminate the chance of missing video recordings.



VIDEO MONITOR

A video monitor is an essential tool to ensure and maintain accurate camera view set-up.



INERTIA SENSOR

Get incident alerts and critical data on unsafe driving practices, such as hard braking, acceleration, and cornering, for advanced driver monitoring and accident reconstruction.

Expand Your View with GPS



Cost-effective GPS Tracking

If you don't have the budget for real-time tracking, a simple passive GPS antenna will provide by-the-second vehicle speed, direction, and location information synchronized with your video footage for more effective and faster incident resolution.

Easy Route Display

See the route travelled synchronized with your video footage on a map within your viewing software. Mouse over your GPS track to display time, vehicle speed, direction and location, and click to set your start and end points for your video archive.

Geographic Location Video Search

Easily locate any video available from a specific incident location through geographic search using our vMax Commander video management software by equipping your entire fleet with passive GPS.

Accurate Time-keeping

A passive GPS antenna ensures your entire surveillance system keeps absolutely accurate date and time and eliminates the labor costs involved in re-setting the DVR time during daylight savings.

Eliminate Dangerous Blind Spots

Around Vehicle Monitoring System

A revolutionary around vehicle monitoring system designed to give school bus drivers a real-time 360 degree view around the bus to eliminate blind spots that threaten student and pedestrian safety.



IMPROVE STUDENT SAFETY

Eliminate dangerous vehicle blind spots to ensure student safety after they exit the school bus and their designated stops.



PREVENT VEHICLE DAMAGE

Protect against vehicle damage and reduce costly repairs caused by minor bumper scrapes or mirror clips.



STRESS-FREE PARKING

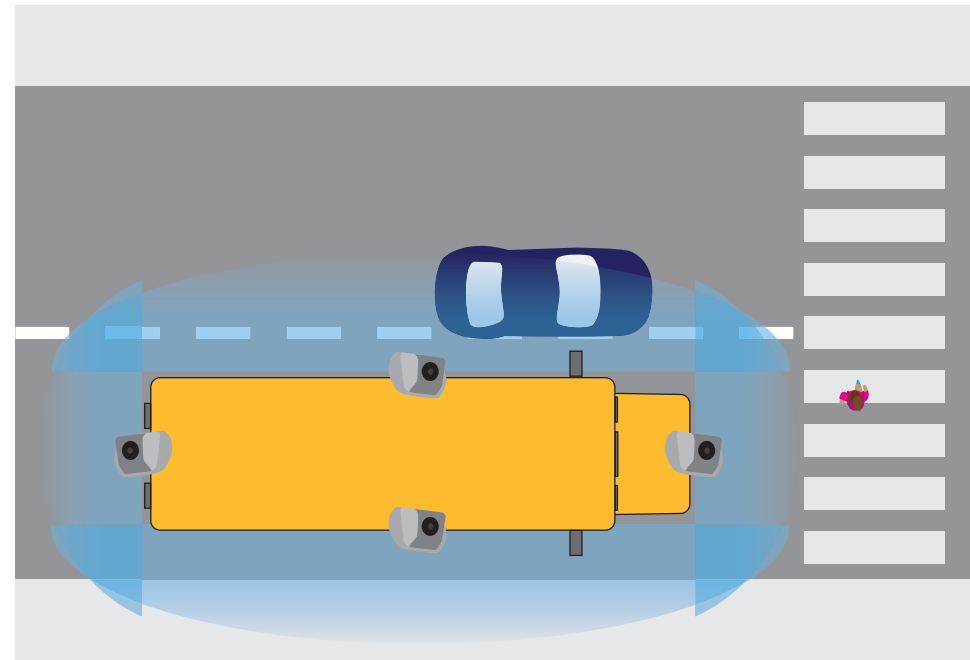
A 360 bird's eye view makes parking or driving in tight spaces stress-free.



AVOID LIABILITY COSTS

Reduce liability claims with verifiable video evidence when the AVM system is connected to your Seon DVR.

See Everything Around the Vehicle



Cost-effective Driver & Vehicle Monitoring

The DS2 combines high-definition video recording, fleet telematics and vehicle operating data to produce a compact, economical driver and vehicle monitoring system with no recurring fees. An HD camera captures the road ahead while a second HD camera ensures driver and passenger safety.



INSTANT DRIVER FEEDBACK

A built-in LED indicator gives instant feedback to correct unsafe habits.



POWERFUL EVENT RECONSTRUCTION

High-quality video, GPS, G-force sensor data combined on a single screen for better incident reconstruction.



BUILT FOR FLEET VEHICLES

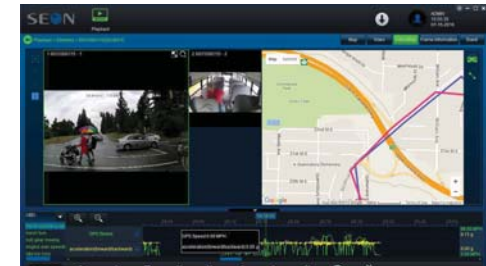
Built with commercial-grade hardware, solid-state recording, and an intuitive video player.



EASY TO INSTALL

The DS2 camera and DVR are small enough to fit in the palm of your hand, allowing for quick and easy windshield installation.

DS2: 2 Camera Event Recording System



Features

- 1080p high-definition cameras with built-in audio deliver crisp, clear images
- Built-in GPS displays path travelled and vehicle location on a map synchronized with camera views
- Up to 466 hours of video/event data recording
- Built-in G-force sensor records risky driving events such as harsh braking or high-speed turning
- View cameras, GPS & engine data all on one screen
- A 2nd low res video stream enables video download and fast search

Zig Zag Camera Configuration

Are you having a hard time seeing what's happening behind those high-backed seats with your current surveillance system? With Seon's 8-channel DVR and some clever camera positioning, you can truly see between the seats. You can even keep your existing cameras and just swap out a higher-capacity DVR.



SEE BETWEEN THE SEATS

Clever camera positioning with 8 interior cameras lets you see what's happening between the seats.



CLEARER EVIDENCE

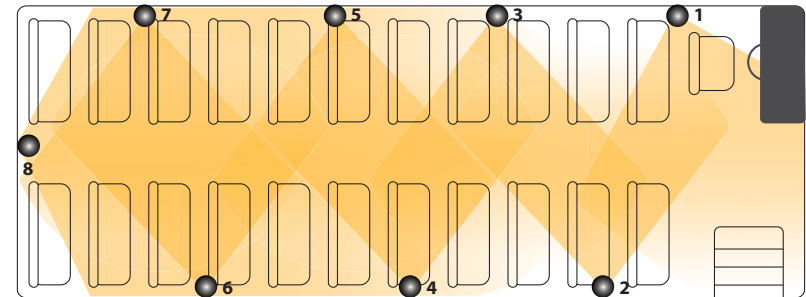
Capture video and audio from the exact location an incident is occurring.



BETTER ACCIDENT RE-CONSTRUCTION

Get a better picture of student activity throughout the bus with additional camera views.

Beat the High-back Seat Challenge



8-Camera Video System

- 8 CQ Interior Dome Cameras
- 1 TX8 Eight Channel DVR
- GPS Receiver
- vMax View Software

Stop-arm Solution

Upgrade your Seon surveillance system with stop-arm camera technology. This automated solution activates when the stop-arm is deployed, protecting students during the vulnerable loading and unloading times, and captures violations without driver intervention.



AUTOMATED VIOLATION DETECTION

A sensor automatically detects and tags video with a violation each time a vehicle illegally passes the bus — with no driver intervention.



HIGH-DEFINITION LICENSE PLATE CAPTURE

High-definition cameras capture a clear picture of the violator's license plate.



TAG VIDEO WITH EVENT DETAILS

Video is recorded with the date, time, and exact GPS co-ordinate of the violation to create a complete evidence package.



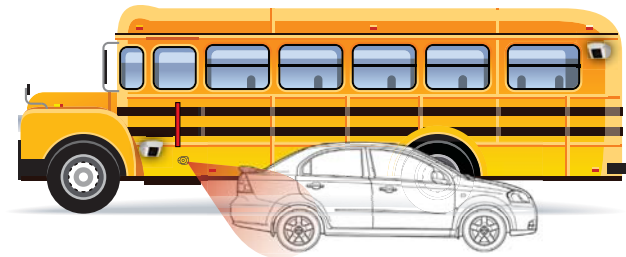
AUTOMATIC WI-FI DOWNLOADING

When the bus returns to the yard, violations are automatically downloaded via Wi-Fi for review and processing.

Protect Students Outside the Bus

1. Vehicle illegally passes the bus: Sensor detects stop-arm violation

A sensor installed directly below the stop-arm will trigger a marked alarm on the video recording each time it senses a vehicle passing the stopped bus illegally (i.e. stop-arm engaged and flashers on).



2. High-definition cameras capture violation and license plate number

A digital video recorder captures views of the event from both directions (oncoming traffic and vehicles passing on the driver side).



Seon's stop-arm solution uses a high-definition (HD) camera with 1280 X 720 resolution to capture the license plate numbers of stop-arm violators with precision and clarity.

3. Video evidence is recorded with date, time, and GPS co-ordinates

The DVR records the stop-arm violation and information such as date, time, and GPS co-ordinates.



4. Violation is downloaded via Wi-Fi

When the bus returns to the yard, the video tagged as a stop-arm violation is automatically downloaded over Wi-Fi to a central server for review and processing.



5. Access violations in vMax Commander to create law enforcement evidence package

Quickly and easily locate violations in vMax® Commander and easily create a video evidence package for law enforcement.



Smarter Video Management

At the heart of Seon's video surveillance systems are easy-to-use software solutions, designed to help you efficiently locate, view, and manage your mobile surveillance footage. From standard video playback software to sophisticated video management and automatic wireless downloading, Seon makes managing today's security challenges that much easier.



REDUCE TIME TO INVESTIGATE INCIDENTS

View video synchronized with vehicle telemetry data (location, speed, signals) for better incident context



HASSLE-FREE WIRELESS VIDEO DOWNLOADING

Download alarmed video automatically or schedule an ad-hoc download as incidents are reported and video with telemetry will be automatically transferred via Wi-Fi when the bus returns to the yard.



LOCATE RELEVANT FOOTAGE QUICKLY

Quickly identify any buses who travelled through a geographic area and click to schedule a video download when the bus returns to the yard.



TAP INTO LIVE SURVEILLANCE VIDEO

Connect to any Seon DVR in case of emergency to stream live video and audio from the scene.

Video Management Solutions



Video Playback & Archiving

Find, view and create video clips for sharing with privacy blurring with our easy-to-use surveillance playback software.



Manage Video Health

Keep your finger on the pulse of your video surveillance system, with a cloud-based dashboard of video system health status.



Automatic Video Downloading

Download video automatically via Wi-Fi and manage your video surveillance systems from anywhere using a convenient web-based dashboard.



Live Video Streaming

Put yourself in the 'driver's seat' in any emergency situation by connecting to installed bus cameras to assess the situation.

Video Health Dashboard

vMax Pulse is a low-cost, cloud-based service that lets fleet managers pro-actively check the health of their bus surveillance systems from anywhere on any device via a convenient dashboard. Health check visibility enables you to arrange for maintenance efficiently assuring video evidence will be there the next time footage is needed.



AVOID TRIPS TO THE BUS TO CHECK CAMERA HEALTH

A user-friendly video health dashboard provides a summary view of DVRs not recording, unlocked hard drives, camera and GPS outages.



EASILY SPOT MAINTENANCE NEEDS

Identify each bus' maintenance needs by bus number. Zero in on the maintenance required with an easy-to-read graphical icon



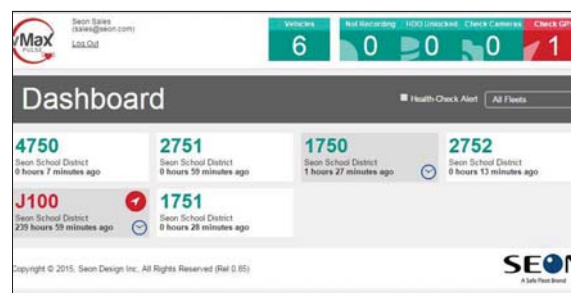
PREVENT COSTLY FINES FROM MISSING VIDEO EVIDENCE

Check video system health from any smartphone, tablet or desktop computer so you never have to worry about missing video evidence.

Manage Video System Health

How it Works

A vMax Pulse sensor installed on every bus sends video system health-check information to a receiver in the yard – the vMax Pulse Controller. Each controller relays bus status information via a local cellular link to the Seon cloud server to deliver fleet managers a convenient dashboard view of the surveillance system health status of every bus in your fleet.



- Video Health Summary Dashboard
- View maintenance required by bus number
- Filter by vehicle group or type of fleet

What you Get



On the bus

Connects to Seon DVR to transmit Hard Drive, Recording, GPS and Camera health status



In the Yard

Communicates with vMax Pulse sensors and sends bus health-check status to the Seon cloud server



On Any Device

Delivers graphical dashboard of video system health and bus status

Viewing Software

This intuitive video playback software simplifies the viewing, archiving, and retrieval of video recorded on a Seon DVR, and allows you to easily locate video by alarm, date and time, and even GPS location. Quickly and easily save video of on-board events pinpointing the exact time and location of the incident.



EASILY VIEW AND ARCHIVE VIDEO

Quickly locate the on-board incident and easily create a video clip for evidence. It's as easy as point-click-save.

SEE WHAT REALLY HAPPENED — WHERE AND WHEN

Vehicle telemetry data such as signals, braking, and vehicle speed, direction and location is synchronized with your video data and displayed in one view in your playback software, for easy incident investigation.

EASY ROUTE DISPLAY

For vehicles equipped with a passive GPS antenna, you can view the exact route travelled and see vehicle speed, direction and time displayed on a map throughout the video.

PROTECT PASSENGER AND DRIVER PRIVACY

Innovative Smart-Blur™ technology blurs the faces of innocent bystanders throughout the video clip for privacy protection.

PROTECT VIDEO CHAIN OF CUSTODY

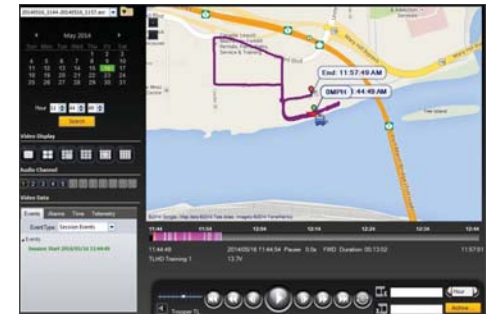
Save video in an encrypted, self-extracting file so you can easily share video footage with law enforcement or school administrators while ensuring the authenticity of your video file and preserving the chain of custody.

User-friendly Video Playback Software



Customize Your Video View

Customize your display to view 1, 4, 9, 13, or 16 cameras, vehicle speed, signals, alarms, and location all on a single screen. Undock, re-size or create a still image for distribution of any camera view for better incident resolution.



Easy Route Display and GPS-based Archiving

See the route travelled synchronized with your video footage on a map within your viewing software. Mouse over your GPS track to display time, vehicle speed, direction and location, and click to set your start and end points for your video archive.



Digital Zoom

Zero in on key details in a camera view, such as facial expressions, license plate numbers, or even road signs, adding value and context to your incident investigation.



Smart-Blur™ Privacy Feature

When sharing sensitive video footage, you can protect the identities of innocent bystanders by creating one or more privacy zones to blur faces throughout the video clip.

Video Management

vMax Commander is a web-based application used to wirelessly download bus surveillance video and telemetry data. It's fleet management capabilities, search and archive, DVR manager and powerful reporting engine help you manage your fleet and bus surveillance video faster and more efficiently than ever before.



WEB-BASED VIDEO MANAGEMENT

Get full visibility of your surveillance activities including alarms, video downloads, system health status and connected vehicles on one convenient, web-based dashboard.



AUTOMATED VIDEO DOWNLOADING VIA WI-FI

Schedule video downloads based on pre-defined alarms or request video of a specific incident and your video will be automatically downloaded from the bus via Wi-Fi and available for viewing from a central location when the bus returns to the yard.



PRO-ACTIVE SYSTEM HEALTH MONITORING

Pro-actively monitor video system health to identify hard drives, cameras and GPS units requiring attention giving you the ability to quickly fix a problem and avoid downtime or video loss.



REMOTE DVR UPDATES & CONFIGURATION

Update DVR firmware and adjust or upload new DVR configurations all from the comfort of your office.

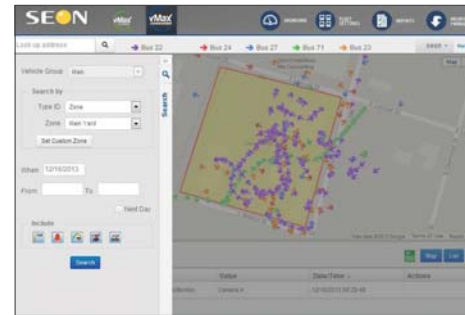


ADVANCED VIDEO SEARCH

Find critical video evidence in seconds by date, time, or even geographic search criteria.

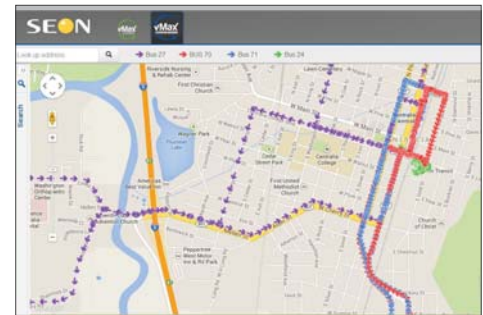


Wireless Access to Video and Fleet Data



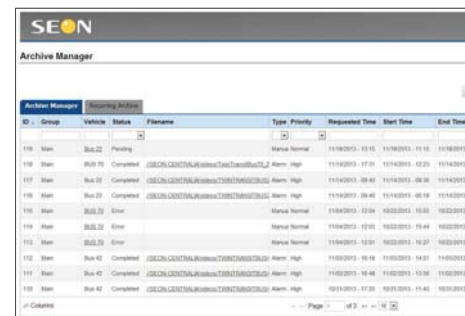
Map-based Video Search

Search for any available video from a specific zone or cross-street where an incident was reported and schedule video for automatic download when the bus returns to the yard.



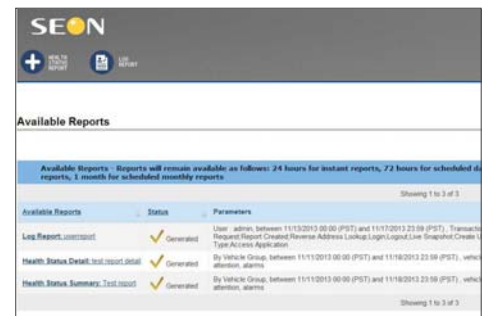
Display Vehicle Tracks

View the GPS tracks of up to five vehicles on a map, with detail in 2-second intervals, without having to download video — ideal for route adherence or incident investigation.



Web-based Archive Manager

Easily locate, review, and manage your downloaded video archives using any device through a convenient web interface.



Advanced Reporting

Control access to critical video by assigning customized user permissions and get web-based access to user accounts, login reports, system health reports, and DVR configurations.

Stream Live Video

Put yourself in the driver's seat of any vehicle in your fleet in an emergency. Live video streaming lets you connect to a Seon video surveillance system in real-time, via a secure cellular network connection, to view video and audio from any installed bus camera.



MONITOR ON-BOARD ACTIVITY FROM ANYWHERE

Whether you are in the office or on the road, you can access live camera footage from any Internet-connected device to assess and respond to emergency situations in seconds.



MAXIMIZE ACCESS, MINIMIZE DATA CHARGES

Our unique video streaming server technology minimizes cellular data usage charges while maximizing the number of users that can access on-board footage at the same time.



SECURE, PASSWORD-PROTECTED VIDEO FEED

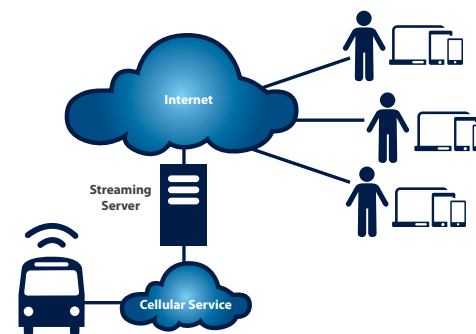
A highly secure Virtual Private Network (VPN) connection is established between the Seon DVR and the video streaming server to prevent unauthorized access to sensitive video.



UNIQUE DUAL-STREAMING TECHNOLOGY

You never have to sacrifice the quality of your recorded video for the privilege of streaming it live. A second low-res video stream suitable for cellular networks is used for live streaming.

Live Streaming: How it Works



Seon's live video streaming service is carefully architected to offer both security and accessibility, while managing coverage issues and unpredictable data rates typical of cellular networks.



1. SECURE CELLULAR CONNECTION IS ESTABLISHED

The Smart-Reach Cellular router establishes a secure, VPN connection over the cellular network between the Seon DVR and the video streaming server.



2. LOW-RES VIDEO STREAM IS TRANSMITTED

A low-res video stream, designed for remote viewing over cellular, is transmitted from the Seon DVR to the video streaming server and accessible in your web-based live viewing application.



3. ACCESS VIDEO AND AUDIO IN REAL-TIME

Multiple users on any Internet-connect device can select the bus they want to access, the camera view they want to see, and the microphone they want to access for audio.

Fleet Management Solutions

Seon's fleet management solutions help fleet managers make better decisions using real-time information and improve driver productivity. Maximize your fleet visibility with integrated routing, fleet tracking and surveillance.



REAL-TIME GPS BUS TRACKING

Get a map-based view of your entire fleet and access critical vehicle data such as speed, direction, stops, and alarms so you can respond quickly in emergency situations.



INSTANT, ACCURATE STUDENT RIDERSHIP

Web-based access to student ridership gives you an up-to-the-minute roster of students travelling on a bus in emergencies and provides accurate student counts critical for securing transportation funding.



FULL VIDEO INTEGRATION

Get the only fleet tracking solution that is also seamlessly integrated with your video surveillance system — putting you in the driver's seat in any situation.



POWERFUL REPORTS ON FLEET EFFICIENCY

Visualize your fleet operations and identify time and labor savings through powerful, built-in reports on excessive idling, route deviations, and missed stops.

Improve Fleet Efficiency & Driver Productivity



In-Vehicle Mobile Data Terminal

This in-vehicle, touch-screen tablet guides drivers through every step of their daily routes from pre-trip inspections to route directions, to student ridership tracking, and delivers insight on route operations to fleet managers in real-time.



Live Vehicle Tracking

Access live real-time fleet information, anytime, anywhere and get instant insight on any driver, vehicle or route. Video and vehicle data in one simple, web-based application lets you see what's happening on your fleet and address it immediately.



Student Ridership Tracking

With RFID technology you'll get accurate, real-time student ridership information right from your routing application. Easily identify whether a missing student is riding a bus, missed the bus or got off at the wrong stop.



Fleet Maintenance

Our fleet maintenance and inventory management system lets you identify parts and labor savings opportunities and improve the efficiency of your maintenance operations.

In-Vehicle Mobile Data Terminal

vMax Navigator is an in-vehicle, touch-screen tablet that provides drivers with the tools needed to improve route accuracy, safety, and efficiency. Fully integrated with Seon's vMax Compass routing software and vMax Live Plus fleet tracking, vMax Navigator delivers insight on route operations to fleet managers in real-time.



REDUCE PARENT COMPLAINTS

Decrease complaint calls about missed stops or route deviations.



REAL-TIME RIDERSHIP INSIGHT

Deliver real-time information to parents and administrators, on exactly who is riding which bus.



STREAMLINE VEHICLE INSPECTIONS

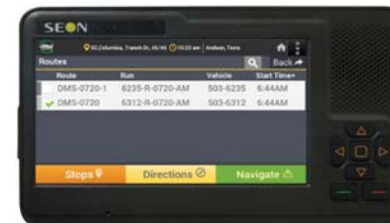
Ensure drivers are adhering to district safety policies with standardized pre-trip inspection templates.



IMPROVE DRIVER PERFORMANCE

Keep drivers accountable and ensure route accuracy with step-by-step audible route directions.

Increase Driver Accountability & Efficiency



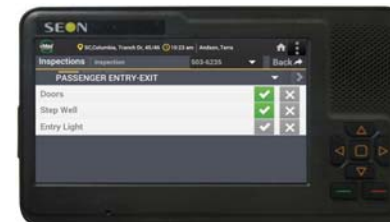
Full Routing Integration

Information entered by drivers is instantly available in vMax Compass while route changes automatically appear in tablet applications.



Driver Navigation

Ensure drivers follow planned routes by delivering audible turn-by-turn directions and map view of the route.



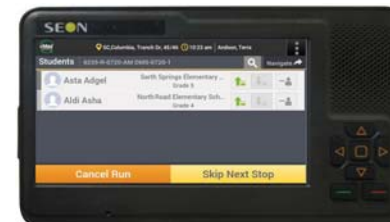
Vehicle Inspection Management

Cloud-based tool that guides drivers through vehicle inspections & send results for immediate review.



Driver Time & Attendance

Drivers log in and out to deliver accurate work hours for payroll administration.



Student Ridership Tracking

A student list appears when the bus arrives at a stop, ready for drivers to select students entering or exiting the bus.



Live GPS Tracking

Built-in Wi-Fi and cellular connectivity provides real-time communications between the bus and Seon's live fleet tracking application for automatic vehicle location.

Real-time GPS Fleet Tracking

Need to find a bus in a hurry? Want instant information to answer parent complaints about missed stops? vMax Live Plus lets you monitor your fleet in real-time. Get live video and vehicle data to improve fleet efficiency and respond to safety concerns — in one convenient web-based application, fully integrated with your routing and video systems.



RESPOND FASTER TO EMERGENCIES

Pinpoint the exact location of any bus in your fleet in real-time from the comfort of your office.



SPEED UP INCIDENT INVESTIGATIONS

Track your entire fleet in real-time or display historical vehicle tracks to investigate a reported incident.



CRITICAL DATA AT YOUR FINGERTIPS

Get critical alerts on bus location, idling, direction, speeds, stops, and alarms, updated every 20 seconds.



ELIMINATE VIDEO SYSTEM DOWNTIME

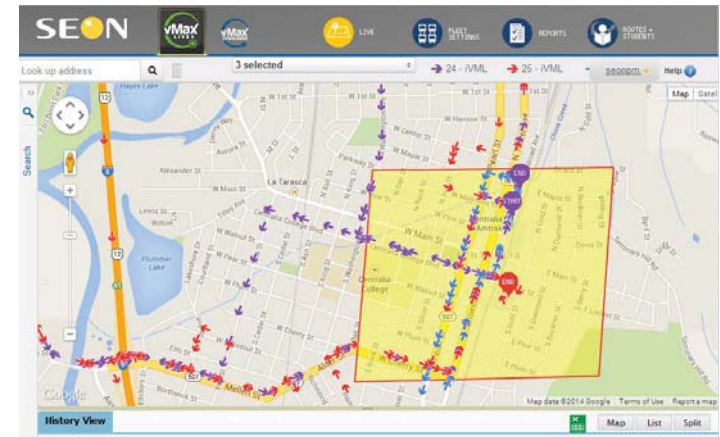
Get live updates on your video system health — DVR hard drive, GPS, and individual camera problems.



IDENTIFY FLEET INEFFICIENCIES

Identify fuel and time-wasters — report on excessive idling, route deviations, speeding, and mileage by bus, route, or driver.

A Live View of Your Fleet



Real-time Fleet Tracking

Visualize your fleet operations in real-time through an easy-to-use map layout.

Monitor Route Adherence

Create geo-fencing boundaries to report on bus arrival time, departure time, and total time in the area.

View Multiple Vehicle Tracks

See the tracks of all buses that travelled through a specific area for easy incident investigation.

Stream Live Video

Tap into live video and audio from any installed bus camera in emergency situations.

Route Review

Review the exact historical vehicle path complete with idling, stops, alarms, and maximum vehicle speed.

Student Tracking

vMax Trac uses RFID technology to provide real-time student ridership information right within your vMax Compass routing application. Easily identify whether a missing student is currently riding a bus, missed their bus, or got on or off at the wrong stop, or get a live student roster, complete with emergency contact info, in case of an accident.



SECURE CRITICAL TRANSPORTATION FUNDING

Get accurate, up-to-the-minute student ridership data to secure critical transportation funding or access medical reimbursement.



QUICKLY LOCATE MISSING STUDENTS

See instantly where a student entered or exited the bus to identify whether they got off at the wrong stop or never boarded.



EXTRA VERIFICATION WITH VIDEO INTEGRATION

Seon is the only provider that can give you visual verification that a student actually boarded the bus through full video system integration.

Instant Accurate Student Ridership

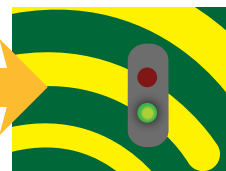
Student boards the bus



RFID reader captures student RFID Card Number



RFID reader beeps to confirm card # has been read



RFID Card # transmitted via cellular network



Web-based Access to Student Information

Using any web browser, school transportation staff members with a user name and password can look up the last known location of any student or view all occupants on a specific bus or route in emergency situations.

Instant List of Vehicle Occupants

Pull a list of vehicle occupants for any bus in your fleet, from anywhere, and access parent contact information for school administrators or law enforcement.

Routing and Vehicle Tracking Integration

An easy add-on and fully integrated with vMax Compass routing and vMax Live Plus vehicle tracking, vMax Trac gives real-time access to student location information.

Accurate Student Ridership Counts

Eliminate the headaches and resources involved in annual student counts and get more accurate results when you need them with automated student ridership.

vMax Trac Required Components:



Fleet Maintenance Software

Manage your vehicle maintenance faster and more efficiently. No software is required to be installed, so you can create work orders, track repairs, and schedule inspections anytime from anywhere.



MINIMIZE VEHICLE DOWNTIME

Get a better manage vehicle maintenance to prevent out-of-service buses and vehicle downtime.



SIMPLIFY JOB ASSIGNMENTS

A complete overview of fleet maintenance activities makes scheduling preventative maintenance easy.



REDUCE MAINTENANCE COSTS

Identify cost savings through more efficient labor scheduling, just-in-time stock replenishment, and accurate parts inventory.

Work Order & Inventory Management

Order No	Vehicle No.	Location	Work Order Type	Description
WO-00335	72A	Depot	Half Yearly Services	5 month rotation and
WO-00333	6666	Transportation Office	90 Day Inspection Service	This Vehicle Mainten
WO-00329	A1	District Office	45 Day Inspection Service	This Vehicle Mainten
WO-00330	72A	Transportation Office	90 Day Inspection Service	This Vehicle Mainten
WO-00328	V-1235	District Office	45 Day Inspection Service	This Vehicle Mainten
WO-00327	67B	Transportation Office	45 Day Inspection Service	This Vehicle Mainten
WO-00326	98H	Transportation Office	45 Day Inspection Service	This Vehicle Mainten
WO-00325	111A	Transportation Office	45 Day Inspection Service	This Vehicle Mainten
WO-00323	x111111	District Office	45 Day Inspection Service	This Vehicle Mainten
WO-00322	11111	Transportation Office	45 Day Inspection Service	This Vehicle Mainten

Automate Vehicle Maintenance Scheduling

Create work orders, schedule technician time, view preventative maintenance schedules, and receive automated notifications when the work is complete.

Work Order #	Date	Location	Work Order Type
WO-00004	12/11/2013	Transportation Office	45 Day Inspection Service
WO-00012	02/20/2014	Transportation Office	45 Day Inspection Service
WO-00033	10/03/2014	Transportation Office	Repair
WO-00032	10/07/2014	Other	Repair
WO-00048	11/13/2014	Transportation Office	45 Day Inspection Service

View Maintenance Work History

Track work history per vehicle to identify increases in wear or neglect and analyze labor time and cost, and adjust future maintenance schedules and parts purchases.

Part No	Barcode	Part	Vendor	Manufacturer	Series	Warn
36542154		A Bus Fixing Gadget	V5	Kingmore	sg+64+4dgt	
a123		A Bus Widget	chevrolet	Absolute Parts		
987654		A Thingee	V5	Blue Bird	1	none
123654		Air Conditioner	V3	Kingmore		
123654	V21008	Air Conditioner	V4	Thomas	SV21008	
123654		Air Conditioner	V4	Absolute Parts		
123654		Air Conditioner	V4	SandCorp		
123654		Air Conditioner	V3	Blue Bird		
123654		Air Conditioner	V3	SandCorp		
123654		Air Conditioner	V5	Blue Bird		
123654		Air Conditioner	V5	Allied Bus Co.		
123654		Air Conditioner	V4	Absolute Parts		
123654		Air Conditioner	V3	Ford		
123654		Air Conditioner	V3	Blue Bird		
123654		Air Conditioner	V4	Allied Bus Co.	Ultramax	3 Year

Accurate Parts Inventory

Track all parts used in maintenance activities to keep accurate maintenance cost records and improve stock replenishment.

Reports

Report Type:

Location:

Start Date:

End Date:

Output Format:

Improve Maintenance Efficiency

Report on work orders, technician time, parts usage or invoice summary to identify labor savings, or highlight key problems.

School Transportation Software



Monitor and manage students, drivers and vehicles to guarantee on-time arrivals using the safest most efficient routes to school.

The vMax Compass suite of products gives you the tools to manage the school transportation experience from start to finish, and gain greater insight into your operations.

Smarter Routes. Safe Buses. Smooth Operations.



Routing & Scheduling

Eliminate route hazards and find the safest, most efficient route to school. Our web-based route planning software will help you improve student safety, reduce costs, and meet the demands of parents and school administrators.



Field Trip Planning

Take the hassle and paperwork out of field trip planning. This end-to-end field trip management module handles every aspect of field trip management from multi-level approvals to vehicle and driver scheduling and invoicing.



Driver Dispatch

Manage and communicate driver schedules and assignments. Transportation staff can enter driver time off, track sick days, and view work assignments online from anywhere and get a calendar-based view of driver availability.



Real-time Bus Arrival Notifications

This self-serve application delivers real-time bus arrival information to parents according to school district preferences – online, by email, or via instant message.

Routing & Scheduling Software

More than just routing software, vMax Compass is a web-based solution for school transportation management that brings real-time video, vehicle data and student ridership information into a single screen.



esri

WORLD-STANDARD ESRI-BASED MAPPING

Built on the ESRI ArcGIS platform, the world leader in mapping technology and the standard used by most county and federal governments.

100%

WEB ACCESS TO TRANSPORTATION DATA

With no software to install, simply log in from any web browser to access student, route, or bus information.

1

ONE DATABASE FOR STUDENT INFORMATION

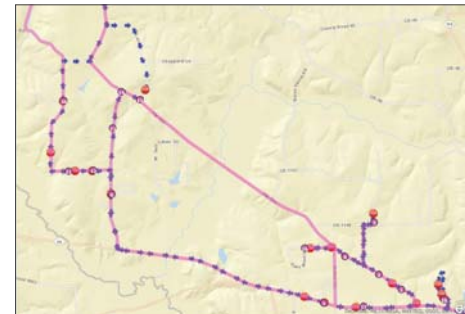
Integrate with your existing student database to ensure any changes are automatically synchronized with your routing and student tracking information.



MAXIMIZE ROUTE SAFETY & EFFICIENCY

A sophisticated routing algorithm automatically generates the safest, most efficient routes allowing you to reduce fuel and labor costs while increasing student safety.

Identify Route Savings & Efficiencies



Compare Planned vs. Actual on One Screen

Display planned routes and actual vehicle tracks, speed and stops in a single map view to identify costly missed stops and route deviations.



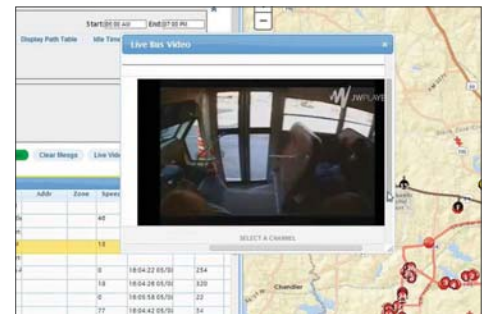
Calendar-based Route View

An intuitive visual layout of all tiered bus runs lets routers easily adjust for better bus utilization.

Run	Vehicle ID	Profile	Distance	Depart Time	Stop
1	100154-05-1010	Default Profile	20.24	7:40 AM	1
2	100154-05-1010	Default Profile	20.24	7:40 AM	2
3	100154-05-1010	Default Profile	20.24	7:40 AM	3

Optimize Routes Automatically

A powerful route solver generates the safest, most efficient route based on your unique parameters (least distance, bell times, ride times).

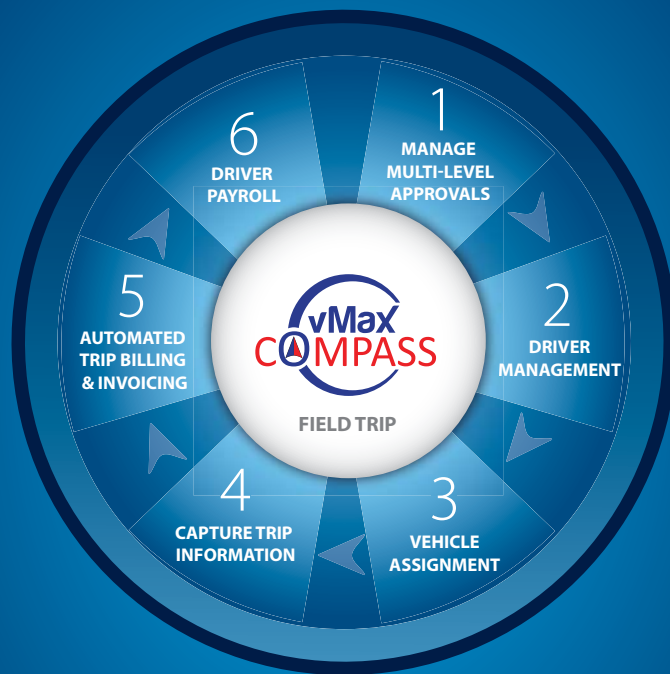


View Video & Vehicle Tracks in Real-time

Authorized personnel can tap into video from on-board cameras and track vehicles in real-time in case of emergency. Additional cellular modem & connectivity required

[For more features download product data sheet](#)

Field Trip Planning



Compass Field Trip Planning software helps school districts better manage field trips from start to finish. Every step of the field trip planning process can be done online, eliminating the time and effort of completing and distributing paperwork.

End-to-End Field Trip Management

Automate Field Trip Approval

Automate your trip requests and approvals with email alerts on any request status changes.

Request #	Submission Date	Start Date/Time	End Date/Time	School	Destination
2241	09/02/2015	11/27/2015 7:35 AM	11/27/2015 3:30 PM	Campobello Grading School	Blackburg High School
2242	09/11/2015	10/30/2015 9:00 AM	10/30/2015 1:15 PM	Campobello Grading School	Blue Ridge High School
2243	10/01/2015	10/19/2015 8:30 AM	10/19/2015 4:40 PM	Chapman High School	Coupons Background
2245	09/15/2015	10/13/2015 9:00 AM	10/13/2015 2:00 PM	Campobello Grading School	Brooks Center Performing Arts
2252	06/17/2015	10/2/2015 4:30 PM	10/2/2015 10:30 PM	Campobello Grading School	Chesnee High School
2257	08/24/2015	9/30/2015 2:00 PM	9/30/2015 4:30 PM	Chapman High School	Blue Ridge High School
2258	09/14/2015	9/30/2015 9:30 AM	9/30/2015 12:30 PM	Holly Springs Mellow Elem School	Campobello Grading School
2268	09/15/2015	9/29/2015 2:00 PM	9/29/2015 3:00 PM	Highland High School	Duffyswood
2269	09/17/2015	9/25/2015 4:30 PM	9/25/2015 10:30 PM	Campobello Grading School	Brouse High School
2270	08/24/2015	9/23/2015 2:00 PM	9/23/2015 4:30 PM	Chapman High School	Dishar HS
2280	09/15/2015	9/23/2015 8:30 AM	9/23/2015 4:30 PM	Campobello Grading School	Dishar HS
2282	09/15/2015	9/22/2015 2:00 PM	9/22/2015 3:00 PM	Highland High School	Campobello Grading School
2285	07/21/2015	9/21/2015 9:40 AM	9/21/2015 2:20 PM	Chapman High School	BMW Manufacturing Plant

Centralize Field Trip Data

One central location to estimate trip costs, verify vehicle and driver availability, allocate buses, and record driver hours and trip mileage.

Generate Invoices and Payroll

Quickly and easily produce school invoices and driver payroll statements.

Track Trip Details

Keep track of driver hours & schedules, report on trip mileage, activities and expenses.

Driver Dispatch

vMax Compass Dispatch helps you manage and communicate driver schedules and assignments. Transportation staff can enter driver time off, track sick days, and view work assignments online from anywhere and get a calendar-based view of driver availability.



AVOID BUS DELAYS DUE TO ABSENCES

Schedule and communicate driver assignments so you can avoid any bus delays caused by scheduling conflicts.

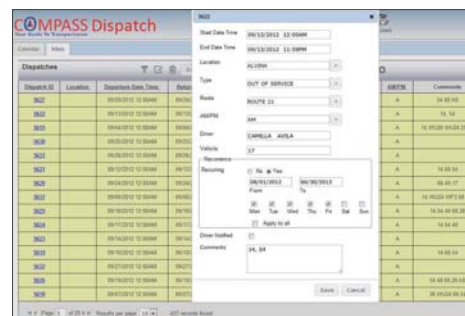
EASILY VIEW DRIVER AVAILABILITY

See driver requests for time off, sick days and view standard work assignments.

TRACK WORK ASSIGNMENTS ONLINE

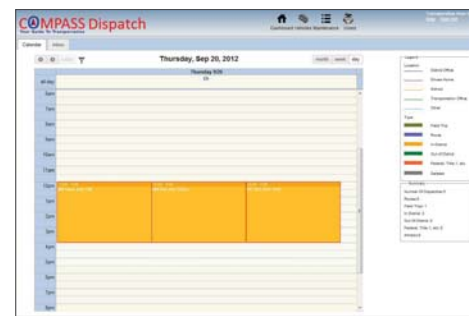
Log in from anywhere to view and track work assignments and share schedules.

Web-based Dispatch Management



Access From Anywhere

Monitoring and scheduling dispatches have never been easier. Authorized staff can access the system anytime without any software installation.



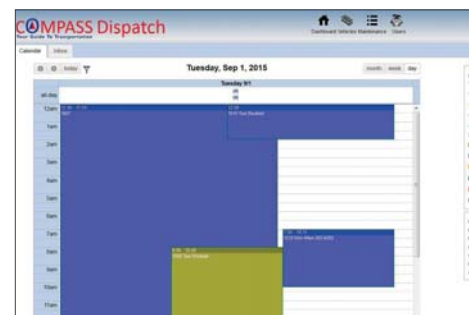
Efficient Driver Scheduling

Since Compass Dispatch is a web-based solution, any changes made by one dispatcher can be seen immediately by all members of the team.



Data at Your Fingertips

Dispatch can include daily routes, field trips, employees on vacation, buses in the shop and much more. Easily schedule your entire day using the software – with customization.



Calendar View With Filters

Get full visibility of scheduled activities at your fingertips with a calendar view (month, week, and day). You can filter your dispatches by driver, type, day, or any combination of parameters.

Real-time Bus Arrival Notifications

School Bus Hub is a secure, online portal for parents to sign up and receive real-time bus arrival notifications. This self-serve application is fully integrated with vMax Compass routing, to deliver bus arrival information to parents according to school district preferences – online, by email, or via instant message.



REDUCE PHONE CALLS FROM PARENTS

Eliminate calls from parents by delivering accurate bus arrival times to parents, increasing parent satisfaction.



KNOW WHEN BUSES WILL ARRIVE

Automatically notify parents five minutes prior to bus arrival to avoid long waits at bus stops in inclement weather.



CONVENIENT ONLINE REGISTRATION

Self-serve registration site will allow parents to sign up for service securely and efficiently.

School Bus Parent Portal



Secure Self-Serve Registration

Parents can register online for real-time notifications on their smartphone, tablet or desktop computer.



View Multiple Stops & Students

See real-time bus arrival information for one or more students/stops.



Send Alerts of Bus Arrivals

Alert parents in advance of bus arrival and when bus arrives at stop with real-time notifications via email, online, or text message.

Anti-bullying

Seon, Safe Fleet and its subsidiaries work jointly together on the United Against Bullying (UAB) program. The program's goal is to offer school communities tools, resources, and funding to support their best initiatives against bullying and empower young people to stand up against abusive behavior.



Visit unitedagainstbullying.net to help us:

- Reduce the number of bullying incidents on the school bus
- Improve driver and student safety
- Raise awareness that bullies aren't cool

No Bullies on My Bus!



Helping keep students safe

SAFE  FLEET

Safe Fleet supports anti-bullying

The Seon Experience



Notes

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

Seon is proudly part of the Safe Fleet Family of brands whose common goal is to enhance the safety and productivity of drivers, passengers, and pedestrians. Together our vision is to be the leading global provider of comprehensive safety solutions for fleet manufacturers, operators, and passengers.

