



Proposal for Products & Services
Gainesville Regional Transit System

May 4, 2017

Gainesville Regional Transit System
PO Box 490 Station 5
Gainesville, Florida
32627

Dear Eustache Mine,

Seon Systems Sales (Seon) is pleased to submit this offer for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for student and driver safety and security. This quote is valid for up to 60 days.

In business since 1999, Seon has over 180,000 recording systems in place working with hundreds of public transit properties throughout North America. Our unsurpassed reputation has been built on a solid foundation of reliable products, long-term relationships with our clients, and a support mechanism that is second to none. Our approach to business ensures our clients realize the highest return on investment and lowest cost of ownership in the industry.

Seon has a clear understanding of the requirements for a mobile security camera system as a powerful step in the goal of enhancing the safety of passengers and employees. Further, Seon understands the need for an adaptable platform to meet the technological needs of the future. Seon offers an all in one totally integrated transportation management solution! Digital Mobile Video Surveillance with optional integrated vMax Commander Wifi, vMax Live Plus AVL.

We are confident that our proposal offers high value propositions at low-risk based on the factors listed below:

- Industry leading experience with large, satisfied client base = PROVEN PARTNER
- Proven technology with long-standing track record for reliability = STABILITY
- In-house development and manufacturing capabilities = SHARED VISION

Thank you for the opportunity to share with you, the innovative solutions offered by Seon Systems Sales Inc. We are confident that we are able to exceed the needs and expectations of Gainesville Regional Transit System over the long-term.

Please do not hesitate to contact me at any time should you have any questions, concerns, feedback or if there is any further clarification I can provide.

Kindest regards,



Jason Michaud
Sales Executive - Transit
Seon Systems Sales Inc.
1.877.630.7366 | jason.michaud@seon.com

PREPARED FOR:

Eustache Mine 352-393-7861
 Operations Manager minee@cityofgainesville.org

PREPARED BY:

Jason Michaud
 Sales Executive - Transit

SOLD TO DETAIL

Gainesville Regional Transit System
 PO Box 490 Station 5
 Gainesville, Florida 32627

BILLING DETAILS

Gainesville Regional Transit System
 PO Box 490 Station 5
 Gainesville, Florida 32627

SHIPPING DETAILS

Gainesville Regional Transit System
 34 SE 13th Road
 Gainesville, FL 32601
 United States

Corporate Office: 1.877.630.7366
 Unit 111, 3B Burbidge Street
 Coquitlam, BC V3K 7B2
 jason.michaud@seon.com

Configuration 1 HX16 with 7 cameras

DVR & Cameras

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
22	CA1004EI50 Day/Night 700 TVL camera, exterior (w infrared, no audio), 4.0mm lens, 50 ft. harness Ext. Curb <Forward; Ext. Road <Forward	\$303.00	\$6,666.00
11	HX16H2T0 Explorer HX Hybrid DVR 16 channel (4 HD video/audio, 12 analog video/audio channels), security front cover with lock set, mounting bracket, power harness, 2TB (2x1TB) hard drive.	\$2,335.00	\$25,685.00
11	WT1D20S20G4 Trooper TL & TL-HD, Explorer TX8 and HX16 wiring bundle with adapter harness, diagnostic indicator/alarm button cable 20 ft., five signal input 20 ft., GPS4 receiver magnetic mount 20 ft.	\$146.00	\$1,606.00
11	CJ904A20 Dome Day/Night 600TVL camera, audio, 3.6mm lens, 20 ft. harness (no infrared) Windshield <Road	\$178.00	\$1,958.00
11	CQ903A20 Integrated IR Dome Day/Night 600TVL camera, audio, 2.9mm lens, 20 ft. harness Driver < Step	\$178.00	\$1,958.00
11	CQ903A50 Integrated IR Dome Day/Night 600TVL camera, audio, 2.9mm lens, 50 ft. harness Mid < Exit Door	\$203.00	\$2,233.00
11	CHQ8PD03A20 HD Camera, dome, 720p progressive scan, 2.8 mm lens size, interior, IR Day/Night, audio, and 20 ft. harness — to use with HX16 DVR Step < Driver	\$370.00	\$4,070.00
11	CHQ8PD04A20 HD Camera, dome, 720p progressive scan, 4.0 mm lens size, interior, IR Day/Night, audio, and 20 ft. harness — to use with HX16 DVR Front < Rear	\$370.00	\$4,070.00

Accessories

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
11	CJ-MP6A30 CJ mounting post, 6 inch, 30 degree angle	45.00	\$495.00

Wireless

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
11	SRLGA07 Smart-Reach Lite, 2.4GHz, standard antenna, w/ NMO mount 6 ft. cable, w/ PoE adapter	\$289.00	\$3,179.00

Professional Services

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
22	INST-EXTCAM Installation CA/CHW cameras	\$75.00	\$1,650.00
44	INST-INTCAM Installation CQ/CJ cameras	\$50.00	\$2,200.00
11	INST-SRLB Installation Smart Reach Wireless Bridge	\$75.00	\$825.00
11	INST-TRCAMSYS Installation TL/TX/DX DVR with one CQ/CJ camera/GPS and Signals	\$425.00	\$4,675.00

Freight

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
11	FRGT-DXTX-EG Freight, FedEx Ground, DX/TX System	\$45.00	\$495.00

Configuration 2 Installation**DVR & Cameras**

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
1	DXHDFWUPG DX-HD firmware 2.x upgrade. Order 1 per fleet.	\$25.00	\$25.00

Wireless

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
103	SRLGA07 Smart-Reach Lite, 2.4GHz, standard antenna, w/ NMO mount 6 ft. cable, w/ PoE adapter	\$289.00	\$29,767.00

Software License

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
1	VMC5BTRD vMax Commander 5.0: web-based wireless and automatic video management software to monitor video system health, automatically download video alarms, search video by time and location. Includes 10 user licenses and the first year of hosting, licensing and technical support. (Transit fleet base upgrade for systems purchased before April 2013)	\$3,000.00	\$3,000.00
123	VMC5VTRD vMax Commander 5.0: web-based wireless and automatic video management software to monitor video system health, automatically download video alarms, search video by time and location, and display historical GPS tracks of the vehicles in the fleet (transit vehicle), Lic	\$45.00	\$5,535.00

Professional Services

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
3	PRS-REMOTE Remote Engineering Service Per Day	\$750.00	\$2,250.00
1	PRS-TRAIN vMax Live Commander On Site Training Per Day	\$1,500.00	\$750.00
103	INST-SRLB-RETRO Retrofitting of wifi bridges onto existing system	\$150.00	\$15,450.00

Freight

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
1	FRGT-PARTS-GROUND Ground Freight - Parts Only	\$125.00	\$125.00

Configuration 1 HX16 with 7 cameras Total:

Parts and Software:	\$ 52,415.00 USD
Professional Services:	\$ 9,350.00 USD
Total:	\$ 61,765.00 USD

Configuration 2 Installation Total:

Parts and Software:	\$ 38,452.00 USD
Professional Services:	\$ 18,450.00 USD
Total:	\$ 56,902.00 USD

Grand Totals:

Parts and Software:	\$ 90,867.00 USD
Professional Services:	\$ 27,800.00 USD
Total:	\$ 118,667.00 USD

vMax Commander Annual Renewal Fees:

\$ 3,171.00 USD

Due on Anniversary Date

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

By signing below I confirm that I have read and understand the provided proposal and that all information, including billing and shipping details is correct.

PO# _____ Date: _____

Name: _____ Title: _____

Signature: _____

Comments: _____

Seon Comments & Terms:

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

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

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

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

Metadata includes

- Data created, input, logged or collected through the cloud-based service related to the fleet, vehicle location, or vehicle speed, and operational data related to alarms.
- Equipment health check information

Metadata does NOT include

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

This quote is valid for up to 60 days & payment terms Net 30. All sales are final. A restocking fee of 20% will apply for any product returns and/or exchanges requested after initial shipment of the product. Note that product returns and/or exchanges will only be accepted for new, unused product that is within the original, unopened packaging.

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

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

Best regards,



Jason Michaud
Sales Executive - Transit
Seon Systems Sales Inc.
1.877.630.7366 | jason.michaud@seon.com

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® HX, DX, TX, MX, EX, Premier, and Trooper® TL series mobile DVR Systems
- Three (3) years from date of purchase, parts and repair labor on all storage media (including hard drives)
- 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, 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.

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 purchaser has a problem with any Seon product, please call and request a **RETURN AUTHORIZATION (RA) NUMBER** from the Service Department. Please call 877-630-7366 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 RA 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 nondefective cameras or components, all of which are for the account of the customer.

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 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 jurisdictions of the jurisdiction of the Canadian Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the Canadian Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser 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.

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 jurisdictions of the jurisdiction of the Canadian Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the Canadian Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser 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.