

RoadRunnerTM



Space Coast Area Transit Digital Video Recording Systems for SCAT Buses

April 12, 2010 @ 2:00PM

Apollo Video Technology
14148 NE 190th Street – Woodinville, WA 98072
Tel: 425.483.7100; Fax: 425.483.7200
www.avt-usa.com

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April 9, 2010

Brevard County Government Center

Attn: Purchasing Services

2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Ste C303

Viera, FL 32940

Dear Purchasing Department and the Evaluation Team:

Thank you for providing the opportunity for us to propose the RoadRunner system in response to your request for proposals. Apollo Video has implemented thousands of easy to use, technologically advanced and cost effective video solutions for public transit, pupil transportation, rail, law enforcement, public safety and military applications throughout the United States and Worldwide.

The RoadRunner DVR is designed to operate in the harshest and most extreme mobile environments and is Mil-Spec and SAE rated for proven durability and tolerance against shock and vibration. Optimized for easy-to-use operation the RoadRunner system features intuitive and license-free RASplus Software that provides several easy methods for offloading video. The system's durable construction and 3-year DVR warranty provides the best return on investment and the lowest total cost of ownership. Designed and manufactured to deliver years of reliable mobile digital recording, the RoadRunner system will allow you to expand and upgrade the systems as necessary with minimal additional investment or inconvenience to operations.

The pricing and terms of this proposal are valid for 120 days. Please feel free to contact us if you will require an extension for completion of this project. We welcome any questions you may have and look forward to continue working with Space Coast Area Transit.

Best Regards,



Rodell Notbohm

General Manager

Apollo Video Technology

Cell: 206.235.6295

Email: rodell@avt-usa.com



14148 NE 190th Street - Woodinville, WA 98072

Toll-Free: 888.288.8721 / 425.483.7100

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Written Response to Specifications

5. Specifications:

Warranty:

The RoadRunner system / Apollo Video Technology is fully compliant with and in agreement with the specifications and requirements listed in this section. The RoadRunner system includes at no additional charge a 3-Year DVR warranty and 1-Year on all other equipment including hard drives or a 2-Year warranty on all equipment. Please refer to the included standard warranty statement for complete terms and conditions. Extended warranties are available for purchase- please refer to the detailed cost proposal for options.

Hard Drive:

- A. The RoadRunner system exceeds the specifications and requirements listed in this section. The RoadRunner system records to a single removable hard disk drive with sizes up to 2.0TB. 750GB has been specified as required. Please refer to the cost proposal for additional options.
- B. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- C. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- D. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- E. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.

DVR Recorder:

- A. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- B. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- C. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- D. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- E. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- F. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- G. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- H. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- I. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.



- section.
- J. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
 - K. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
 - L. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
 - M. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
 - N. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
 - O. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
 - P. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
 - Q. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
 - R. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
 - S. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
 - T. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
 - U. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
 - V. The RoadRunner system is fully compliant with the specifications and requirements listed in this section. The RoadRunner DVR is 11.8" x 4.8" x 14.6" (WxHxD) and weighs 19lbs.
 - W. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
 - X. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.

Cameras:

- A. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- B. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- C. The RoadRunner system provides individual settings by camera for frame rate and quality. Resolution is a global setting (for all cameras) on the RoadRunner MR series.
- D. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- E. The RoadRunner system is fully compliant with the specifications and requirements listed in this



section.

- F. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- G. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.
- H. The RoadRunner system is fully compliant with the specifications and requirements listed in this section.

Viewing Method:

The RoadRunner system is fully compliant with the specifications and requirements listed in this section.

6. Power Requirements:

The RoadRunner system exceeds the specifications and requirements listed in this section. The system provides power for up to eight (8) cameras directly from the DVR unit. The RoadRunner system is fully compliant with the remaining specifications and requirements listed in this section.

7. System Upgrades

The RoadRunner system is fully compliant with the specifications and requirements listed in this section. Software upgrades are included at no additional charge for the life of the system for all license-free software.

8: Spare Components

The RoadRunner system / Apollo Video Technology is fully compliant with and in agreement with the specifications and requirements listed in this section.

9: Training and Orientation

The RoadRunner system / Apollo Video Technology is fully compliant with and in agreement with the specifications and requirements listed in this section.

10. Proposed Schedule

The RoadRunner system / Apollo Video Technology is fully compliant with and in agreement with the specifications and requirements listed in this section.

11. Demonstration Video

The RoadRunner system / Apollo Video Technology is fully compliant with and in agreement with the specifications and requirements listed in this section.

12. Demonstration System

The RoadRunner system / Apollo Video Technology is fully compliant with and in agreement with the specifications and requirements listed in this section.



About Apollo Video Technology

Apollo Video Technology is an acknowledged leader in the Mobile Video Industry. With an emphasis on unsurpassed customer service and support, Apollo Video creates technologically advanced solutions for a growing need of video security in mobile applications. Established in March of 2004, Apollo Video has implemented thousands of successful, easy to use, technologically advanced and cost effective video solutions for Transit, Rail, Law Enforcement, Public Safety, School Transportation and Military applications in the United States and Worldwide. Providing unsurpassed customer service and high quality products, Apollo Video exclusively provides mobile video solutions.

The RoadRunner™ system is renowned for its reliability, boasting an average failure rate of less than 1% per year. Designed specifically for use in mobile environments, the steel constructed DVR is Mil-Spec and SAE rated for proven durability and tolerance against shock and vibration common in mobile applications and includes a standard 3-year warranty. Providing easy to use operations and superior durability, the RoadRunner™ system features intuitive and license-free software and simple operations delivering industry-leading reliability and high quality video at the lowest cost of ownership.

Since its release in 2004, Apollo Video has provided the RoadRunner system for over 260 agencies worldwide including over 100 transit agencies – representing over 6,000 total implementations. In the past 12 months, Apollo Video has sold 1,867 RoadRunner systems specifically for transit use and has added 39 new transit customers.

Our vision is to become the preferred global provider of mobile video and fleet management solutions.

Our mission is to provide the most innovative, reliable and effective mobile video and fleet management solutions to promote safer and more efficient public service and protect client assets.



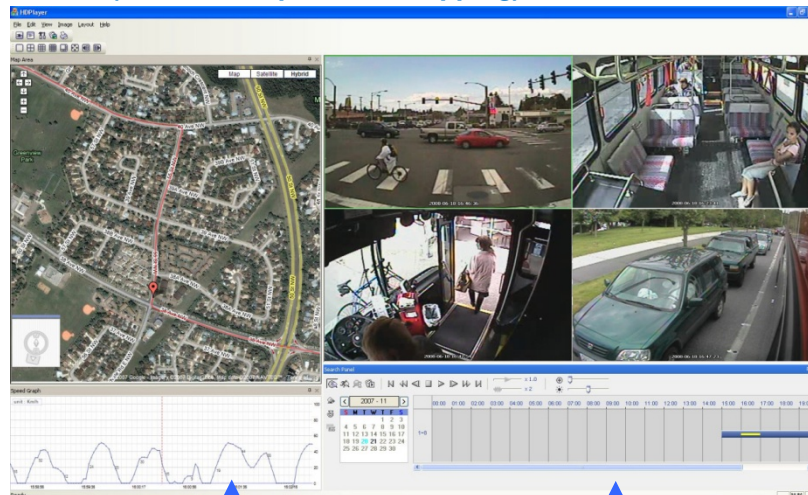
Overview of the Proposed Solution

Proven Durability and Lowest Cost of Ownership: The steel constructed RoadRunner™ DVR is Mil-Spec and SAE rated for proven durability in harsh, mobile environments and includes a standard 3-year warranty. The included license-free software suite includes a lifetime of software updates. Providing months of on-board storage and automatic scheduled updates the RoadRunner™ system provides easy fleet-wide updates and system health checks

iSM (Interactive Speed and Mapping) Interface: Providing instant access to recorded video by location or speed, the GPS option allows for easy confirmation of ADA compliance, the ability to easily investigate speed complaints and provides mapping and location data for passenger boarding and exit locations.

Easy to Search and Offload: Utilizing the RoadRunner™ system's included software, it is easy to locate and offload video clips. Searching can be performed by date and time or by event/alarm. Utilizing the optional GPS, you can search for video based on location and speed with historical mapping information and speed charts.

Screen Shot: iSM (Interactive Speed and Mapping) Interface



Map Area

Simply select a point on the map to display live or recorded video from that location. Location history is marked (in red) to display route information and locations.

Speed Graph

Select a point on the chart that displays the desired speed to instantly connect to video recorded from that speed.

Standard Search

Search by time and date, event or using calendar-based searching. Event data and standard recorded data are color-coded on the interface for a visual indication based on time.

High Quality Recording: The RoadRunner™ system uses state-of-the-art H.264 or MPEG-4 video compression providing the highest possible quality video with the longest on-board recording duration. Triplex operation allows for simultaneous recording while providing user live viewing, archiving and system administration functions.

Longer Recording Duration: The RoadRunner™ system provides months of on-board recording utilizing swappable hard disk drives up to 2.0TB. Below are the estimated on-board recording durations at various resolution settings and recording rates.

Recording Duration Chart:

(Based on Standard Resolution, Standard Quality Setting)

HDD Size / Type*:		2.0TB HDD	1.5TB HDD	1.0TB HDD	750GB HDD	500GB HDD	250GB HDD/SSD
System-Wide Recording Rate (images per second)	30ips:	6,020 hours	4,517 hours	3,010 hours	2,257 hours	1,503 hours	750 hours
	60ips:	3,010 hours	2,258 hours	1,505 hours	1,128 hours	751 hours	375 hours
	90ips:	2,006 hours	1,505 hours	1,003 hours	752 hours	501 hours	250 hours
	120ips:	1,504 hours	1,129 hours	752 hours	564 hours	375 hours	187 hours

*HDD: Hard Disk Drive / SSD: Solid-State Drive

Advanced Networking Capabilities: Wireless access provides streaming live video to first responders, police, transit headquarters, etc. and the ability to perform system-wide remote updates, programming and fleet-wide time synchronization. The RoadRunner™ system also features email notification for system failures, hard drive remaining data status and camera obstructions as well as automatic scheduled health system checks and the ability to transit live video to a central location in the event of an emergency.

Secure Video Evidence: With watermarked, encrypted and password-protected video clips chain of custody is easy to maintain with the assurance that video has not been tampered with. The RoadRunner™ DVR features a secure key-locked removable hard disk drive and password access rights for up to 64 groups and 256 users.

Optional ViM Software: Apollo’s Video Information Management (ViM) Software provides automatic video management for small and large bus fleets. ViM monitors each DVR and the connection, reports status, downloads system and event logs, and video clips for each event. Additionally, users can request a video clip at any time for automatic downloading when the bus connects to the network. Using ViM Software, each DVR/bus is set up as a unique site with independent configuration options for event and pre-event download options. The software displays information about the site including setup parameters and the time and date the DVR was last connected to the network. ViM is user-friendly and easy to use with user-configurable color-coded interfaces and provides always-accessible system and events logs for each site. Each time a bus connects to the network; ViM queries the site for updated system and event log information and appends it to the local log. ViM also maintains a detailed “clip log” that provides the operator an easy method for locating and reviewing video and the ability to disposition a clip for removal or long term storage.

Optional ViSS: The RoadRunner™ Video Streaming Software (ViSS) provides large-scale viewing and access to hundreds of digital video recorders for easy management of entire fleets and facilities. ViSS maximizes network connectivity, increases accessibility and provides advanced networking features for easy to use, large-scale system access and management.



Proposed Project Schedule

After receipt of order / contract Apollo Video will consult with Space Coast Transit to determine an installation schedule that will meet the delivery needs and accommodates existing transit schedules.

Apollo Video will work closely with the designated contact at Space Coast Area Transit and the subcontracting installer to meet the required time schedule. Up to 40 systems can typically be prepared and shipped within 2 weeks upon receipt of purchase order. Therefore, all systems can be shipped and installed within approximately 6 weeks provided that the buses are available for installation work at the predetermined time period agreed to by Space Coast Transit.

This schedule can be delayed or accelerated by utilizing additional or fewer installation teams depending upon vehicle availability and the desired time schedule.

Task / Milestone	Estimated Start Day After Initial Notice to Proceed
Completion of Design Review Completion of Proposed Implementation Plan	Beginning Day 15
Proof of Performance Test	Beginning Day 30
Delivery of Equipment	Beginning Day 45
Fleet Installation	Beginning Day 45
Training	Beginning Day 55
Final System Acceptance	Day 75

NOTE: This proposed schedule can be expedited or delayed based on the requirements of Space Coast Area Transit, availability of buses for installation, etc.



Installation Approval Form

Date of Installation:			
Installation Company:			
Contact Name:		Tel:	
Client Agency Name:			
Contact Name:		Tel:	

<input type="checkbox"/>	New Vehicle Installation	Vehicle Number:	
<input type="checkbox"/>	Retro-Fit Installation	Vehicle Type:	
		DVR Serial Number:	

DVR IP No.:		Subnet:	
Router/Bridge IP:		Gateway:	
SSID:		Web Key (ON or OFF):	

Operating Equipment Verification	Verified	Not Applicable
1. Insert HDD		
2. Power Up & Down Setting to Customer Specification		
3. Verify Recording Status (Green LED)		
4. Event Trigger Operation Red Illumination		
5. Video Loss Detection		
6. Laptop to DVR LAN Communication with RAS software		
7. GPS Receiver Communication		
8. Verify Audio 1 & 2 Recording		
9. System Identification- Vehicle # & Camera No.		
10. Vehicle Information Module Inputs		
11. Camera Sequence Order per Customer Specification		
12. Camera Terminations Labeled		
13. Camera Mirror Function Turned OFF on all Cameras		

Camera Verification					
	Serial Number	Field of View Approved		Serial Number	Field of View Approved
Cam 1			-	Cam 5	
Cam 2				Cam 6	
Cam 3				Cam 7	
Cam 4				Cam 8	

Approval Signature:			
Printed Name & Title:			
Date:			



Completion Checklist

Installing Company: Date:
 Contact Name: Tel:

Client Agency Name:
 Contact Name: Tel:

Vehicle Number DVR Serial No.:

(X)	General
<input type="checkbox"/>	All debris and garbage has been cleared
<input type="checkbox"/>	Equipment is not obstructing daily operation
<input type="checkbox"/>	All vehicle panels have been secured
<input type="checkbox"/>	Installation checklist complete and approved
<input type="checkbox"/>	Connections are secure
<input type="checkbox"/>	Cabling is neat and tied
<input type="checkbox"/>	All components are securely mounted
<input type="checkbox"/>	Grommets properly installed
<input type="checkbox"/>	All vehicle panels are secure
<input type="checkbox"/>	Brackets are securely mounted
<input type="checkbox"/>	Adequate service loops have been provided

(X)	Power Compartment
<input type="checkbox"/>	Fuse holders, battery connections are tight
<input type="checkbox"/>	Firewall penetration has grommet
<input type="checkbox"/>	Cables are secure

(X)	Radio and GPS Antenna System
<input type="checkbox"/>	All antenna components are installed tight
<input type="checkbox"/>	Weather sealed
<input type="checkbox"/>	Connectors are correct

Ref	DVR Serial Number:	Vehicle Number:	Notes:
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Agency Name:
 Accepted By: Printed Name & Title:
 Date:



Client References

King County METRO

401-5th Avenue – Seattle, Washington 98104

Contact: Terry Williams; Phone: 206.263.9400; Email: terry.williams@kingcounty.gov

Jacksonville Transportation Authority

100 N Myrtle Avenue – Jacksonville, Florida 32204

Contact: Kenneth Williams; Phone: 904.633.8532; Email: kwilliams@jtafla.com

LA Metro

One Gateway Plaza – Los Angeles, California 90012

Contact: Nick Madanat; Phone: 213.922.3163; Email: madanatn@metro.net

Michigan City Transit

1400 W Garfield Street – Michigan City, Indiana 46360

Contact: Charlie Cate; Phone: 219.873.7591; Email: ccate@emichigancity.com

Vacaville City Coach

650 Merchant Street – Vacaville, California 95688

Contact: Brian McLean; Phone: 707.449.5330; Email: bmclean@cityofvacaville.com

“The service and support from Apollo Video has been exceptional.”

We purchased on-board cameras from Apollo Video Technology to protect our drivers against false accusations and for their personal safety. We experienced several acts of vandalism and graffiti on board our buses; since the installation of the cameras, this activity has been deterred.

The service and support from Apollo Video has been exceptional. I felt confident in dealing with a company experienced with all aspects of the technology they were introducing to my agency. The quality and clarity of the video the RoadRunner produces is unprecedented. I have required little technical support, although when it was needed they were attentive and provided a fast resolution.

Thanks for providing a solution that makes my job easier.

- Gene Beer, Manager of Charlevoix County Transit (Boyer City, Michigan)

City of Clovis

850 4th Street – Clovis, California 93612

Contact: Shonna Halterman; Phone: 559.324.2767; Email: shonnah@cityofclovis.com



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Toll-Free: 888.288.8721 / 425.483.7100

www.avt-usa.com

Kansas City Area Transportation Authority

1350 E 17th Street – Kansas City, Missouri 64108

Contact: Bob Kohler; Phone: 816.346.0250; Email: bkohler@kcata.org

Antelope Valley Transit Authority

42210-6th Street West – Lancaster, California 93534

Contact: Dennis Willis; Phone: 661.729.2205; Email: dwillis@avt-usa.com

“...this type of equipment provides our employees, and the riding public, an increased level of security...”

“Since we began installing surveillance equipment on our vehicles several years ago, we have experienced fewer accident claims and fewer customer complaints. We firmly believe that this type of equipment provides our employees, and the riding public, an increased level of security, and improves the overall quality of our system.”

- William Cartwright, General Manager of Tulsa Transit (Tulsa, Oklahoma)

Clare County Transit

4175 North Clare Avenue – Harrison, Michigan 48625

Contact: Bill McDaniel; Phone: 989.539.1474; Email: cctsopsmgr@sbglobal.net

Everett Transit

3201 Smith Avenue – Everett, Washington 98201

Contact: George Baxter; Phone: 425.257.8935; Email: gbaxter@ci.everett.wa.us

City of Lincoln / StarTRAN

440 S 8th Street – Lincoln, Nebraska 68508

Contact: Glenn Knust; Phone: 402.441.8317; Email: gknust@lincoln.ne.gov

Greater Lynchburg Transit Company

1301 Kemper Street – Lynchburg, Virginia 24501

Contact: Scott Willis; Phone: 434.455.5085; Email: scott.willis@lynchburgva.gov

Space Coast Transit

401 S Varr Avenue – Cocoa, Florida 32922

Contact: Melisa Barrett; Phone: 321.635.7815 x 261; Email: melisa@ridescat.com

Lawton Area Transit

609 SW Bishop Road – Lawton, Oklahoma 73502

Contact: Steve Sherrer; Tel: 580.248.5252; Email: ssherrer@transedge.com



Alexandria Transit Company / DASH

116 South Quaker Lane – Alexandria, Virginia 22314

Contact: Al Himes; Tel: 703.548.3274 x 613; Email: al.himes@alexandriava.gov

Ben Franklin Transit

1000 Columbia Park Trail – Richland, Washington 99352

Contact: Jeffrey Hill; Phone: 509.734.5148; Email: jhill@bft.org

Railhead Vision Systems

10721 S Western Avenue – Chicago, Illinois 60643

Contact: Joe Donnan; Phone: 773.779.2400; Email: j.donnan@sbcglobal.net

"The system is easy to install, operate and offload video."

I've worked with several DVR systems on trains, and the RoadRunner is the best. It has the easiest to use software, longest recording times, excellent video quality, fast downloads, a 3-year warranty and the best overall price for value. The system is easy to install, operate and offload video.

We are happy to recommend and sell the RoadRunner DVR. Apollo not only has a great product, but excellent support as well.

- Joe Donnan, Vice President of Railhead Corporation (Chicago, Illinois)

Winnipeg Transit

421 Osborne Street – Winnipeg, Manitoba R3L 2A2

Contact: George Fatouros; Phone: 204.986.5745; Email: gfatouro@winnipeg.ca

Williamsburg Area Transport

7239 Pocahontas Trail – Williamsburg, Virginia 23185

Contact: W. Leon Sisco; Phone: 757.220.0633; Email: wsisco@james-city.va.us



Letter of Recommendation from the US State Department

From: Suarez, Steven R [mailto:SuarezSR@state.gov]
Sent: Friday, July 17, 2009 10:37 AM
To: Bruce Greene
Subject: For future recommendations

To Whom It May Concern:

In October of 2007 the U.S. State Department contacted Apollo Video Technology in response to a specific and compelling need to place Mobile Digital Video Systems in vehicles operating in the Middle East. The application called for a Mil-Spec rated system which would support 7 cameras, GPS, long term recording, and user playback features. Apollo Video Technology was selected for this application based on several criteria, including system reliability, video quality, the ability to meet compressed timelines for product delivery, system ease of use in both software and hardware, and overall cost of ownership estimates.

Between October 2007 and April 2009 Apollo Video has supplied 409 systems with associated system components meeting our expectations at every level. To date, the system has operated to our complete satisfaction with less than 1% system failure rate in a very demanding and challenging environment. The 750GB hard drives supplied with the systems have allowed the Department of State to meet chain of custody and evidence handling requirements and provide on-demand high quality video for evaluation of specific events. The State Department is completely satisfied with this project and Apollo's performance, reliability and customer service. If I can be of any further assistance in this matter please feel free to contact me.

Respectfully,

Steven Suarez

Steven R. Suarez

Section Chief Special Projects

Technology Development Branch

DS/FSE/TDB (703)923-6814



Letter of Recommendation from Alexandria Transit (Virginia)



Alexandria Transit Company
3000 Business Center Drive
Alexandria, VA 22314

703-746-3274 (DASH)
703-746-5641 (fax)
www.dashbus.com

November 3, 2009

To whom it may concern,

Each of our 59 buses are equipped with Apollo Video Technology's RoadRunner video surveillance systems. We use the systems to resolve customer concerns and provide valuable insights into accidents or customer complaints. The systems have been a crucial component of our customer relations strategy and have led to the dismissal of nearly 80 percent of customer complaints.

While our bus drivers were initially skeptical of the systems, the drivers have realized the value in providing hard evidence to back up a driver's account of specific events and/or complaints. The ability to pull out the hard drive and review video feeds from each camera has been an indispensable resource to our team.

In addition to the system itself, Apollo Video Technology's service and support team has been a great asset to our team. When concerns arise and hardware needs replacing or adjusting, they are quick to respond and efficient in their approach. The quality and reliability of the RoadRunner system is exceptional and provides our team with the reassurance of knowing that the cameras will provide us with the necessary evidence, should the situation arise.

Best,

Al Himes
Director of Planning & Development
Alexandria Transit Company (DASH)



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Letter of Recommendation from the City of Clovis (California)



CITY OF CLOVIS

CITY HALL • 1033 FIFTH STREET • CLOVIS, CA 93612

November 18, 2009

Mr. Rodell Notbohm
Apollo Video Technology
14148 NE 190th Street
Woodinville, WA 98072

Dear Mr. Notbohm,

Please allow me the opportunity to inform you how impressed I am with the on-board surveillance system we have installed on 14 of our transit buses. The cameras have captured accidents, angry passengers, drivers not completing tasks correctly, and drivers doing a fantastic job. We are waiting for funding from the Proposition 1B grant bond sales in order to install the Apollo system on the remaining buses in the fleet.

I also would like to compliment you on your employee Don Eaton. While researching camera companies (and there are many), I contacted Don and met with him in person at a California Association for Coordinated Transportation/California Transportation Association joint conference in Monterey. He brought demo equipment and gave a very professional and informative presentation. I also contacted representatives from three other central California transit agencies who were at the conference and invited them to see the demo as well. We were awed.

Don assisted me with the bid process by tying into the request for proposals of Antelope Valley Transit Authority which sped our purchasing and installation timeline considerably. He worked closely with the vendors who completed the installation and was on site during some of the installation to ensure our satisfaction. He acted as both sales representative and technician.

As Don travels throughout California and works with other agencies in the area, he makes a point to visit our site. I am impressed with his technical savvy, both in the installation and repair of the units. During one of his visits, we had one unit with a faulty camera which he quickly diagnosed and replaced using a camera with one from his demo kit. When I send him an email or make contact, Don responds immediately. Currently, he is assisting us with a firmware issue that is affecting the GPS segment of the units.



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Electronics have problems on occasion and I understand that they will need service and attention at times. When that occurs, I expect a speedy, professional response and resolution. Don has supplied all that and more.

We look forward to continuing our relationship when bond sales improve and we receive funding for surveillance systems in the remaining vehicles in our fleet. If you have any questions or require further information, please contact me at (559) 324-2767.

Sincerely,



Shonna Halterman
General Services Manager



Letter of Successful Completion from King County METRO (Seattle)



King County

Transit Division
Information Technology
201 S. Jackson Street
KSC-TR-0333
Seattle, WA 98104

July 1, 2008

Apollo Video Technology
Corporate Headquarters:
14148 NE 190th Street
Woodinville, Washington 98072

Attn: Rodell Notbohm

RE: King County Contract 376863, Digital Video Recorders (DVR)

Dear Mr. Notbohm,

As you know, King County began the Final Acceptance Process referenced in Section 2.11 of the contract on June 1, 2008.

The Acceptance Test includes thirty (30) days of continuous operation of the RoadRunner 8 Channel Mobile Digital Video Recorders with RASplus Software, High Gain Microphones, Hard Disk Player/Docking Station, and RoadRunner Mobile DVR Remote Administration Software in the County's fully implemented production environment.

During the Acceptance Test period, the products performed successfully without material defect. Based on the successful results, the County has formally accepted the products purchased by the contract.

As a result of formally accepting the above products, the County will pay the hold back referenced in Attachment B of the contract.

Thanks for providing stable and reliable products along with exemplary customer service.

Sincerely,

Roland Bradley
Program/Project Manager IV



Defects, Claims and Lawsuits

Apollo Video Technology has never had any known defects, lawsuits or claims filed.



Contact Information, Experience and Capabilities of Assigned Staff

Sales/ Administrative Contacts:

Rodell Notbohm
General Manager
Tel: 888.288.8721 x 123
Cell: 206.235.6295
rodelln@avt-usa.com

As founder and managing partner of Apollo Video Technology, Rodell has overseen the planning and management of mobile solutions for hundreds of reputable public agencies throughout North America and Worldwide. With his past experience in quality control, project management and directing the special projects division of a highly successful security product manufacture, Rodell began work on numerous special projects including a video processing unit implemented in thousands of Boeing and Airbus aircraft shortly after September 11th, 2001. In 2004, Apollo Video was founded through the acquisition of the mobile product division of this company. Apollo obtained the majority of the marketing and engineering team, starting a new organization with a focus on the mobile video market. Since, Apollo Video has implemented thousands of successful, easy to use, technologically advanced and cost effective video solutions for Transit, Rail, Law Enforcement, Public Safety, School Transportation and Military applications. Apollo Video provides unsurpassed customer service and successful solutions that enhance safety, provide comprehensive video evidence and increase efficiency of clients' operations.

Bruce Greene
Sales Director, E Region
Tel: 888.288.8721x 135
Cell: 206.890.7154
bruceg@avt-usa.com

Bruce Greene has over 15 years of strategic leadership experience managing organizations in various industries including airline, IT products – software, integration, consulting, internet, network and equipment. As former head of OEM sales for Apollo Video, Bruce now oversees the sales organization in the Eastern region and has managed numerous successful projects for Apollo Video providing excellent customer service, after-sale support. Bruce directly oversees the sales organization and all project management activities in the eastern region and is responsible for developing and managing clients and OEM accounts and providing excellent customer service and after-sale support with strategies to assist in the understanding of advantages of implementing technology in with budget, liability and security needs in mind.

Harry White
Market Account Manager
Tel: 352.428.1826
harryw@avt-usa.com

With over 10 years experience with mobile video systems and public safety equipment, Harry has extensive technical expertise in video and wireless solutions. As Market Manager serving the Southeast US region, Harry is based out of Dade City Florida and is responsible for coordinating Apollo Video's technical and sales teams to facilitate the completion of projects from specifying the equipment to providing installation management and training. Harry joined Apollo Video in 2008 after working with Apollo as a client with previous company where he served as territory manager for the state of Florida.



Project Management and Implementation Contacts:

Martin Frazier
Project Manager
Tel: 949.709.4680
Cell: 949.371.7511
martinf@avt-usa.com

Martin Frazier has been directly involved for the past eleven years as a project manager for installation, training, warranty repair, and customer relations in the mobile video transit industry. As project manager Martin has overseen installations in commuter transit vehicles, paratransit vehicles, and third rail subway cars. Martin has worked closely with the engineering staffs at New Flyer Bus Industries, and Daimler Chrysler to facilitate factory installation of equipment during the production of new buses. Martin manages project implementations from start to finish including onsite training, warranty repair, and continued customer support following the completion of installation.

Shazaad Ganie
Sr. Sales Engineer
Tel: 888.288.8721x 141
Cell: 425.443.9272
shazaadg@avt-usa.com

Shazaad Ganie joined Apollo Video in 2004 and has project managed and provided on-site installation, technical support and training for hundreds of clients throughout the United States and Canada including King County METRO, Jacksonville Transportation Authority, the City of Edmonton and Winnipeg Transit projects. Shazaad provides national on-site technical support for clients, installers, bus manufacturers and channel partners with expertise related to installation, troubleshooting and training. Responsibilities also include developing test procedures and quality assurance for all new equipment and developing architectural drawings and system schematics. With extensive training and experience in both electrical engineering and video technology, Shazaad provides excellent on-site installation training and oversight as well as on-site troubleshooting and support.

Ryan Merefield
Network Engineer
Tel: 888.288.8721x 127
Cell: 425.577.2175
ryanm@avt-usa.com

With over 11 years of networking and wireless experience Ryan develops wireless networking architecture design for new and retrofit RoadRunner applications. Ryan has completed numerous successful product integrations utilizing client existing equipment and sourcing new networking components. Providing onsite project management for network engineers and facility installations, Ryan also conducts site surveys and conducts field project management of network engineers and provides on-site field support.



Warranty Statement

This Apollo Video (hereinafter Apollo) product has been manufactured in accordance with high quality standards and when it is used in the manner intended, it has a limited warranty against defects in material or workmanship for a period of time based on the selection and/or product type as listed below:

Option A:

Digital Video Recorders, Solid-State Drives: 3 Years
Hard Disk Drives, Cameras, Accessories and all other equipment: 1 Year

Option B:

All Equipment: 2 Years

Customer must select, at the time of purchase the option A or option B warranty. This warranty commences from the date of receipt, unless Apollo Video is responsible for the installation of the equipment; in which case this warranty commences from the date of installation. During the warranty period, at its discretion, Apollo will repair or replace without charge any merchandise proven to be defective in material or workmanship. Repair of a defective product is contingent upon availability of replacement parts. Should Apollo be unable to obtain replacement parts, Apollo will, at its option replace the equipment with a comparable product.

Instructions for obtaining repair or return service:

1. All goods must be returned with a valid RA (Return Authorization) number.
To request authorization by phone, contact Apollo Video Technology's toll-free technical support at: 888-AVT-USA1 (888.288.8721) and select option 2. You may also request an RA from our website: <http://www.apollovideotechnology.com/tech-support/> or send a request by email: tech@avt-usa.com
Be prepared to provide the following information:
 - Your name, company or agency name, telephone number, email and physical shipping address
 - Part or model number of the product
 - Serial number and quantity of each product
 - Description of the defect or repair requested
2. Package your return carefully, using the original boxes and packaging material if possible. Apollo Video is not responsible for items damaged in transit.
3. Label the outside of the box with the RA number obtained.
4. Ship the package freight pre-paid to:
Apollo Video Technology

Attn: RA # _____

14184 NE 190th Street - Woodinville, WA 98072

If your repair is urgent, use expedited freight. Expedited packages will be returned using the same urgency (and freight delivery days) in which it was received.



Failure to comply with this procedure may result in a processing delay. Apollo reserves the right to refuse any package that has not been previously approved with a RA number for return

Products that are found to be in-warranty will be repaired or replaced, tested, and returned (freight paid by Apollo Video). For out of warranty products, the repair department will contact you with an estimated cost of the repair. If a repair is approved, a purchase order or credit card payment for parts, labor and return freight is required. The product will then be repaired or replaced, tested and returned.

NOTE: Even items that are under warranty may incur repair and/or replacement costs due to damage or misuse (Refer to following: LIMITATION OF WARRANTY). A charge may also be incurred if a product is returned and found to be free of defects.

LIMITATION OF WARRANTY

This warranty covers normal use and does not cover damage which occurs in shipment or failure which results from alteration, accident, misuse, neglect, voltage fluctuations, lightning, water damage, (or other acts of nature), faulty installation or adjustment of controls, interfacing with non-standard or custom equipment, or improper maintenance. This warranty also does not cover normal wear and tear of equipment, including, but not limited to broken connectors, broken or scratched housings or cases, frayed wires, etc. Equipment or devices that Apollo product is connected or mounted to is not covered under warranty and Apollo is not responsible for malfunctions that might occur with the installation of such equipment. NOTE: Apollo is not responsible for the removal or installation of equipment or components regardless of cause. Except as herein expressly set forth and to the maximum extent permitted by applicable law, Apollo or any of its employees shall not, under any circumstances, be responsible for any direct, indirect, incidental or consequential damages, including, but not limited to, damage to the equipment or injury caused by contact with the equipment. Caution should be taken with any device installed in a moving vehicle that could cause damage or personal injury in the event of a collision or violent maneuvers. Apollo Video makes no other warranties, express or implied including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Removal or alteration of the serial number will void this warranty.

ALL RETURNS MAY BE SUBJECT TO A 20% RE-STOCKING FEE

FCC Statement

This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference, in which case the user will be required to correct the interference at his or her own expense. Properly shielded and grounded cables and connectors must be used in order to meet FCC emission limits. Apollo is not responsible for any radio or television interference caused by using other than recommended cables and connectors or by unauthorized changes or modifications to this equipment. Unauthorized changes or modifications could void the user's authority to operate the equipment. This device complies with Part 15 of the FCC rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.



Qty	Model	Description	Unit Cost	Ext Cost
Section 1: 7 Camera Gillig Buses (Buses pre-wired)			Subtotal:	\$34,230
6	RR-MR8-750	RoadRunner 8 Camera Mobile DVR, Power Cable, 750GB* Removable Hard Drive	\$3,469	\$20,814
6	RR-C2	Camera, Color High Resolution with Audio Recording	\$174	\$1,044
24	RR-CIR2	Camera, Color IR Illumination Day/Night High Resolution with Audio Recording	\$174	\$4,176
6	RR-CTCS-540	Camera, Color Vandal-Resistant High Res Interior / Exterior Color Teardrop, Curb-side	\$307	\$1,842
6	RR-CTSS-540	Camera, Color Vandal-Resistant High Res Interior / Exterior Color Teardrop, Street-side	\$307	\$1,842
24	RR-CEIR	Camera Enclosure, Vandal-Resistant Enclosure for RR-C2 / RR-CIR2 Series Camera	\$26	\$624
6	RR-CMIRS6	Camera Mount, 6" Swivel Mount for RR-C2 / RR-CIR2 Series Camera	\$40	\$240
12	RR-ICCA	Camera Cable Assembly, Video, Power and Audio	\$28	\$336
6	-	Installation of 7 Camera RoadRunner System	\$552	\$3,312
Section 2: 6 Camera Gillig Buses (Buses pre-wired)			Subtotal:	\$10,962
2	RR-MR8-750	RoadRunner 8 Camera Mobile DVR, Power Cable, 750GB* Removable Hard Drive	\$3,469	\$6,938
2	RR-C2	Camera, Color High Resolution with Audio Recording	\$174	\$348
6	RR-CIR2	Camera, Color IR Illumination Day/Night High Resolution with Audio Recording	\$174	\$1,044
2	RR-CTCS-540	Camera, Color Vandal-Resistant High Res Interior / Exterior Color Teardrop, Curb-side	\$307	\$614
2	RR-CTSS-540	Camera, Color Vandal-Resistant High Res Interior / Exterior Color Teardrop, Street-side	\$307	\$614
6	RR-CEIR	Camera Enclosure, Vandal-Resistant Enclosure for RR-C2 / RR-CIR2 Series Camera	\$26	\$156
2	RR-CMIRS6	Camera Mount, 6" Swivel Mount for RR-C2 / RR-CIR2 Series Camera	\$40	\$80
4	RR-ICCA	Camera Cable Assembly, Video, Power and Audio	\$28	\$112
2	-	Installation of 6 Camera RoadRunner System	\$528	\$1,056
Section 3: 6 Camera Champion International Cutaways			Subtotal:	\$16,968
3	RR-MR8-750	RoadRunner 8 Camera Mobile DVR, Power Cable, 750GB* Removable Hard Drive	\$3,469	\$10,407
3	RR-MB2	Mounting Bracket for RoadRunner DVR, Vertical Mount	\$63	\$189
3	RR-C2	Camera, Color High Resolution with Audio Recording	\$174	\$522
9	RR-CIR2	Camera, Color IR Illumination Day/Night High Resolution with Audio Recording	\$174	\$1,566
3	RR-CTCS-540	Camera, Color Vandal-Resistant High Res Interior / Exterior Color Teardrop, Curb-side	\$307	\$921
3	RR-CTSS-540	Camera, Color Vandal-Resistant High Res Interior / Exterior Color Teardrop, Street-side	\$307	\$921
9	RR-CEIR	Camera Enclosure, Vandal-Resistant Enclosure for RR-C2 / RR-CIR2 Series Camera	\$26	\$234
3	RR-CMIRS6	Camera Mount, 6" Swivel Mount for RR-C2 / RR-CIR2 Series Camera	\$40	\$120
18	RR-ICC/ICCA	Camera Cable Assembly, Video and Power / Video, Power and Audio	\$28	\$504
3	-	Installation of 6 Camera RoadRunner System	\$528	\$1,584
Section 4: 7 Camera Thomas SLF and Transit Liner			Subtotal:	\$107,900
20	RR-MR8-750	RoadRunner 8 Camera Mobile DVR, Power Cable, 750GB* Removable Hard Drive	\$3,469	\$69,380
20	RR-C2	Camera, Color High Resolution with Audio Recording	\$174	\$3,480
80	RR-CIR2	Camera, Color IR Illumination Day/Night High Resolution with Audio Recording	\$174	\$13,920
20	RR-CTCS-540	Camera, Color Vandal-Resistant High Res Interior / Exterior Color Teardrop, Curb-side	\$307	\$6,140
20	RR-CTSS-540	Camera, Color Vandal-Resistant High Res Interior / Exterior Color Teardrop, Street-side	\$307	\$6,140
80	RR-CEIR	Camera Enclosure, Vandal-Resistant Enclosure for RR-C2 / RR-CIR2 Series Camera	\$26	\$2,080
20	RR-CMIRS6	Camera Mount, 6" Swivel Mount for RR-C2 / RR-CIR2 Series Camera	\$40	\$800
140	RR-ICC/ICCA	Camera Cable Assembly, Video and Power / Video, Power and Audio	\$28	\$3,920
20	-	Removal of Existing Camera System	\$50	\$1,000
20	-	Trade-In Credit for Existing Camera System	-\$500	-\$10,000
20	-	Installation of 7 Camera RoadRunner System	\$552	\$11,040
Section 5: 4 Camera Thomas Vista and Turtle Top Buses			Subtotal:	\$88,100
26	RR-MR4-250	RoadRunner 4 Camera Mobile DVR, Power Cable, 250GB** Removable Hard Drive	\$2,393	\$62,218
2	RR-MB2	Mounting Bracket for RoadRunner DVR, Vertical Mount (NOTE: for Turtle Top Buses)	\$63	\$126
26	RR-C2	Camera, Color High Resolution with Audio Recording	\$174	\$4,524
78	RR-CIR2	Camera, Color IR Illumination Day/Night High Resolution with Audio Recording	\$174	\$13,572
78	RR-CEIR	Camera Enclosure, Vandal-Resistant Enclosure for RR-C2 / RR-CIR2 Series Camera	\$26	\$2,028
26	RR-CMIRS6	Camera Mount, 6" Swivel Mount for RR-C2 / RR-CIR2 Series Camera	\$40	\$1,040
104	RR-ICC/ICCA	Camera Cable Assembly, Video and Power / Video, Power and Audio	\$28	\$2,912
24	-	Removal of Existing Camera System	\$50	\$1,200
24	-	Trade-In Credit for Existing Camera System	-\$500	-\$12,000
26	-	Installation of 4 Camera RoadRunner System	\$480	\$12,480
Section 6: 7 Camera Dupont Trolleys			Subtotal:	\$21,580
4	RR-MR8-750	RoadRunner 8 Camera Mobile DVR, Power Cable, 750GB* Removable Hard Drive	\$3,469	\$13,876
4	RR-C2	Camera, Color High Resolution with Audio Recording	\$174	\$696
16	RR-CIR2	Camera, Color IR Illumination Day/Night High Resolution with Audio Recording	\$174	\$2,784
4	RR-CTCS-540	Camera, Color Vandal-Resistant High Res Interior / Exterior Color Teardrop, Curb-side	\$307	\$1,228
4	RR-CTSS-540	Camera, Color Vandal-Resistant High Res Interior / Exterior Color Teardrop, Street-side	\$307	\$1,228
16	RR-CEIR	Camera Enclosure, Vandal-Resistant Enclosure for RR-C2 / RR-CIR2 Series Camera	\$26	\$416
4	RR-CMIRS6	Camera Mount, 6" Swivel Mount for RR-C2 / RR-CIR2 Series Camera	\$40	\$160
28	RR-ICC/ICCA	Camera Cable Assembly, Video and Power / Video, Power and Audio	\$28	\$784
4	-	Removal of Existing Camera System	\$50	\$200
4	-	Trade-In Credit for Existing Camera System	-\$500	-\$2,000
4	-	Installation of 7 Camera RoadRunner System	\$552	\$2,208
Storage Upgrade Options:				
35	*	Option A: Upgrade RR-MR8-750 to 1.0TB HDD (Order Model No. RR-MR8-1000 @ \$3,584)	\$115	\$4,025
26	**	Option B: Upgrade RR-MR4-250 to 500GB HDD (Order Model No. RR-MR4-500 @ \$2,561)	\$168	\$4,368
26	**	Option C: Upgrade RR-MR4-250 to 750GB HDD (Order Model No. RR-MR4-750 @ \$2,645)	\$252	\$6,552
8	***	Option: Upgrade Extra Removable Hard Disk Drive to 1.0TB (Order Model No. RR-MR1000HD)	\$115	\$920

Qty	Model	Description	Unit Cost	Ext Cost
Section 7: System-Wide Equipment			Subtotal:	\$4,604
2	RR-HDP	Hard Disk Player / Docking Station (for use system-wide)	\$282	\$564
8	RR-MR750HD	Extra Removable Hard Disk Drive, 750GB***	\$505	\$4,040
-	-	License-Free RASplus Software and HDPlayer Software with Lifetime Software Updates	Included	Included
-	-	3-Year DVR Warranty; 1-Year all Other Equipment and Accessories or 2-Years all Equipment	Included	Included
2	RR-XS	On-Site Support Visit - up to 2 full days (16 hours) on-site (Travel expenses included) NOTE: Initial On-Site Support Visit is Included at No Additional Charge with Minimum Equipment Purchase of \$75,000	Included	Included

Grand Total, Base Bid (750GB/250GB): \$284,344
Grand Total, Option A (1.0TB/250GB - All Spares 1.0TB): \$289,289
Grand Total, Option A & B (1.0TB/500GB - All Spares 1.0TB): \$293,657
Grand Total, Option A & C (1.0TB/750GB - All Spares 1.0TB): \$295,841

Freight charges are included at no additional charge for the initial bid purchase; Payment Terms: Net 30

Section 8.1: Options, Wireless (Option A, Wireless LAN)			Subtotal:	\$27,059
61	RR-WT210	Wireless LAN Industrial Access Point, Bridge and Exterior Antenna	\$419	\$25,559
3	RR-WR210A	Wireless LAN Industrial Access Point and Facility Antenna (NOTE: Actual quantity required to be determined upon site inspection. Additional charges for installation will apply.)	\$500	\$1,500
Section 8.2: Options, Wireless (Option B, Cellular)			Subtotal:	\$58,133
61	RR-WC300	Wireless High-Performance Cellular Router and Antenna (PC adapter card included if required) NOTE: Air card and monthly service is not included and must be arranged through a local provider	\$953	\$58,133
Section 8: Options, GPS			Subtotal:	\$9,089
61	RR-GPS	GPS Kit: GPS Receiver and iSM (Interactive Speed and Mapping) Interface	\$149	\$9,089
Additional Options: On-Board Equipment				
61	RR-VA1	3 Axis Accelerometer	\$266	\$16,226
1	RR-MB1	Mounting Bracket for RoadRunner DVR, Under-Seat Mount	\$40	\$40
61	RR-UPS	Uninterruptable Power Supply	\$248	\$15,128
Additional Options: Extended Warranty Options				
61	RR-XW3	Extended Warranty: 3 Years All Equipment	\$199	\$12,139
61	RR-XW4	Extended Warranty: 4 Years All Equipment	\$399	\$24,339
61	RR-XW5	Extended Warranty: 5 Years All Equipment	\$499	\$30,439
Note: Price is per system. Standard Warranty applies to extended warranty options and do not include outgoing freight charges or labor for the removal or replacement				
Additional Options: Replacement / Upgrade Storage Options				
1	RR-MR250HD	Extra Removable Hard Disk Drive, 250GB	\$279	\$279
1	RR-MR500HD	Extra Removable Hard Disk Drive, 500GB	\$414	\$414
1	RR-MR750HD	Extra Removable Hard Disk Drive, 750GB	\$505	\$505
1	RR-MR1000HD	Extra Removable Hard Disk Drive, 1.0TB	\$620	\$620
1	RR-MR1500HD	Extra Removable Hard Disk Drive, 1.5TB	\$757	\$757
1	RR-MR2000HD	Extra Removable Hard Disk Drive, 2.0TB	\$962	\$962
1	RR-MR60SD	Extra Removable Solid-State Drive, 60GB	\$371	\$371
1	RR-MR120SD	Extra Removable Solid-State Drive, 120GB	\$613	\$613
1	RR-MR250SD	Extra Removable Solid-State Drive, 250GB	\$1,049	\$1,049
Additional Options: Wireless Cellular Equipment Options				
1	RR-WC300-XLA	Wireless High-Performance WLAN Antenna, 2.4GHz	\$128	\$128
1	RR-WC200A	Wireless Cellular Modem and Antenna, Verizon	\$766	\$766
1	RR-WC200B	Wireless Cellular Modem and External Antenna, Verizon	\$807	\$807
NOTE: Additional charges for installation and/or site surveys may apply; Air card and monthly service is not included and must be arranged through a local provider				
Additional Options: Additional Wireless LAN Options				
1	RR-WT210-DUO	Wireless LAN Industrial A/P Dual Addition	\$443	\$443
1	RR-WR210A-POE	Wireless LAN POE (Power over Ethernet) Support for the WR210A Access Point	\$80	\$80
1	RR-WR210B	Wireless LAN Industrial Access Point and Magentic Mount Antenna, Vehicle Power Plug	\$427	\$427
NOTE: Additional charges for installation and/or site surveys may apply				
Additional Options: Software				
1	AVT-GAC	Get-A-Clip Software Utility	\$4,034	\$4,034
1	AVT-ViM1	RoadRunner ViM (Video Information Management) Software, Licensed for 100 Vehicles or less (Includes Get-A-Clip Software Utility)	\$8,075	\$8,075
Additional On-Site Support and Training, Wireless Configuration				
1	RR-XS	On-Site Support Visit - up to 2 full days (16 hours) on-site (Travel expenses included) NOTE: Initial On-Site Support Visit is Included at No Additional Charge with Minimum Equipment Purchase of \$75,000	\$3,000	\$3,000
1	RR-XS1	Additional Day (8 hours) on site	\$1,000	\$1,000
1	RR-XCFGL	Wireless LAN A/P or Bridge Configuration (Cost is per unit configured)	\$39	\$39
1	RR-XCFGC	Wireless Cellular Configuration (Cost is per unit configured)	\$49	\$49

SUBMIT PROPOSALS TO:
PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY,
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL. 32940



PROPOSAL INVITATION

Proposer Acknowledgment

PURCHASING AGENT: **Jon McLester, CPPB**
PHONE (321) 617-7390

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

PROPOSAL SPECS. MAY BE PICKED UP AT:

2725 Judge Fran Jamieson Way, Bldg. C, Third Floor, Suite C303, Viera, FL 32940

MAILING DATE:
March 18, 2010

PROPOSAL TITLE: **Digital Video Recording System for SCAT Buses**

PROPOSAL NUMBER
P-4-10-14

PROPOSAL OPENING DATE & TIME:
April 12, 2010 @ 2:00 p.m.

PRE PROPOSAL DATE, TIME AND LOCATION: Mandatory Non-Mandatory
April 1, 2010 @ 9:00 a.m., located at Central Transit Facility, 401 S. Varr Avenue, Cocoa, FL. 32922.

PROPOSALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

PROPOSER NAME/ADDRESS
**Apollo Video Technology
14148 NE 190th Street
Woodinville, WA 98072**

VENDOR MUST COMPLETE THIS AREA AND RETURN FORM. NOTARIZATION ON PG.3 OF FORM IS REQUIRED.

If returning as a "no proposal" state reason:

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S NUMBER: **56-2447018**

TELEPHONE NUMBER/TOLL FREE NUMBER:
425.483.7100 / 888.288.8721

X

AUTHORIZED SIGNATURE (MANUAL)

Rodell Notbohm

TYPED NAME

General Manager

TITLE

04/07/2010

DATE

I certify that this proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the County of Brevard the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the proposer.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL
GENERAL CONDITIONS

- SUBMISSION OF PROPOSALS:** All proposals shall be submitted in a sealed envelope. The proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the proposer. Any proposals received in Purchasing after the specified date and time will not be accepted.
 - EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of crasable ink is not permitted. All corrections made by proposer to any proposal entry must be initialed. The company name and F.E.I.D. number shall appear in the space(s) provided.
 - PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Proposal must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph proposals will not be considered. No proposal may be modified after opening. No proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.
 - PROPOSAL TABULATIONS:** Any proposer wishing to receive a copy of the proposal tabulations is required to enclose a stamped, self-addressed envelope with proposal response.
 - CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The County of Brevard reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
 - INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any proposer. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Suite C303, Viera, FL 32940; or faxed to the attention of the Purchasing Agent, at (321) 617-7391 or (321) 637-5302. To be given consideration, such requests must be received at least five (5) days prior to the date fixed for the opening of the proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposers at the respective addresses furnished for such purposes. Failure of any proposer to receive any such addendum or interpretation shall not relieve said proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful proposer received a copy of such addendum, it being understood that all proposers are responsible to verify that they have received any such addenda prior to submitting their proposal.
 - EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
 - PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the County of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 180 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.
 - ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.
 - TAXES:** The County of Brevard is exempt from Federal Excise Taxes and all sales taxes.
 - DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for proposal evaluation purposes.
 - MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The proposer represents that all equipment offered under this specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The proposer shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.
 - BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Proposals offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications.
- Unless the proposer clearly indicates in his proposal that he is offering an "equal" product, the proposal shall be considered as offering the same brand name product referenced in the specifications.
- If the proposer proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of proposals and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the proposer. Purchasing Services is not responsible for locating or securing any information which is not identified in the proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the proposer shall furnish as a part of the proposal all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the proposer proposes to furnish and what the County would be binding itself to purchase by making an award.

14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
15. **ASSIGNMENT:** Any purchase order issued pursuant to this proposal and the moneys which may become due hereunder are not assignable except with the prior written approval of the Purchasing Manager.
16. **INDEMNIFICATION:** The successful proposer agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful proposer acknowledges adequate consideration for this indemnification provision.
17. **PATENTS AND ROYALTIES:** The proposer, without exception shall indemnify and save harmless the County of Brevard and it's employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including it's use by the County of Brevard. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
18. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this proposal.
19. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the proposal list and the vendor disqualified from doing business with the County of Brevard.
20. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
21. **WARRANTY:** The proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this proposal shall be covered by the most favorable commercial warranty the proposer gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this proposal.
22. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) to the most responsible bidder/proposer, by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all proposals or waive any minor irregularly or technicality in bids received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive and qualified. All awards made as a result of this proposal shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded proposal upon due cause, i. e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.
23. Unless otherwise noted in the proposal document, vendors shall submit one proposal only.
24. **DEFINITIONS:**
COUNTY - The term COUNTY herein refers to the County of Brevard, Florida, and it's duly authorized representatives.
Due Cause - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.
PROPOSER - The term PROPOSER used herein refers to the dealer/manufacturer/business organization submitting a proposal to the County in response to this invitation.
VENDOR - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the proposal.
USING AGENCY - The term USING AGENCY used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
HEAVY DUTY - The item(s) to which the term HEAVY DUTY is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
QUALIFIED BIDDER OR PROPOSER - The best bidder or proposer who has the capability in all respects to fully perform the bid or RFP requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or proposer or its subcontractors' past performance for the Board, an any other information required by Board policies.
RESPONSIVE BIDDER OR PROPOSER - A bidder or proposer who has submitted a bid or proposal which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinance. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of Brevard County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of it's branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This proposal may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Interlocal Agreement for joint purchasing exists between Brevard County and the other public agency. Each political entity will be responsible for execution of it's own requirements with the awarded vendor.
27. **DRUG FREE WORKPLACE:** Whenever two or more bids/ proposals which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a bid/ proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contracted about this Proposal. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request of Proposal; and written correspondence in regard to Proposals may be submitted to the County Manager. Each Proposal will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All proposers are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently \$25,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATION:** Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consult with any public entity, and may not transact business with any public entity.
31. **LICENSE/CERTIFICATIONS:** The successful vendor will be required to secure, at its expense, the proper business tax receipt license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to bid/ proposal award. The proposer shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The proposer shall state its occupation license number and expiration date.
32. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the proposer's total offer will be adjusted accordingly.
33. **CANCELLATION AND RE-INSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this proposal award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the proposal to maintain continuous coverage during the life of the award.
34. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for proposal are entirely the obligation of the proposer and shall not be chargeable in any manner to Brevard County.
35. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of vendor's sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from vendors which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.
38. **FAX:** Proposals which are received by FAX are not acceptable and will be rejected.
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts, wherein venue shall lie in the Middle District in and for the State of Florida. The vendor expressly waives venue in any other location.
40. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorata basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **CONTRACT TERMINATION:** The contract resulting from this proposal shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.
42. **PROPOSER RESPONSIBILITIES:** Proposers, by submitting a proposal, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the proposer and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the proposer shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/proposal.
43. **SUPERVISION OF CONTRACT PERFORMANCE:** The proposer's performance of the contract will be monitored by the contract manager and the proposer shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the proposer, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the proposer of the obligation to perform the work at the time and in the manner specified by the contract. If the proposer does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due, as per the contract.
44. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposer. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the proposer and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and the contract manager's findings and conclusions shall be final and binding upon both parties.
45. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the proposer and the County, the proposer agrees to continue to operate and perform under the terms of the contract while such a dispute exists. The proposer further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
46. **MONITORING OF WORK:** The proposer shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The proposer shall designate, in writing, a person to serve as liaison between the proposer and the County.
47. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70, et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this quotation will be subject to billing instructions and Conditions on the face of the Brevard County Purchase Order form. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
48. **RIGHT TO AUDIT RECORDS:** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.
49. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
50. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept proposals from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section 274A (e) of the Immigration and Nationality Act "INA"). The County shall consider a vendor's violation of the INA as grounds for immediate termination of any awarded proposal.

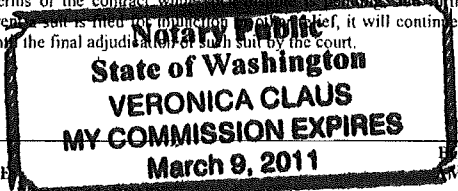
THIS FORM MUST BE NOTARIZED BELOW.

Sworn to and subscribed to me this 7th day of April, 2010

Personally known:
 Or produced identification: Type of ID: _____

[Signature]
 Notary Signature _____ State WA

My commission expires: 03/09/11
 (AFFIX SEAL or STAMP)



VENDOR MUST PROVIDE BOND DATA AMOUNT:

Yes No
 Yes No
 Yes No

PERFORMANCE BOND
 LABOR, MATERIAL, PERFORMANCE BOND

Bonds must be issued by Bonding Company who complies with the requirements of Florida Statutes Section 287.0935.

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A. M. Best's rating as specified in this document and depending on the amount of the bond, shall have a minimum A. M. Best's financial size category ranking as follows:

BOND AMOUNT UP TO	FINANCIAL CLASS	BOND AMOUNT UP TO	FINANCIAL CLASS
\$ 1,000,000	V	\$ 25,000,000	IX
\$ 2,500,000	VI	\$ 50,000,000	X
\$ 5,000,000	VII	\$ 75,000,000	XI
\$ 10,000,000	VIII	\$ 100,000,000	XII

VENDOR COMPLAINTS AND DISPUTES

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

I. Posting of Award Notices

- A. **FORMAL SEALED BIDS/QUOTES:** No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.
- B. **FORMAL SEALED PROPOSALS:** No later than three (3) business days after the selection committee recommendations are finalized the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

II. PROCEEDINGS

- A. Any bidder, quoter or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.
- B. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.
- C. Within seven (7) calendar days of receipt of the formal written protest the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.
- D. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

III. STAY OF PROCUREMENTS DURING PROTESTS

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, Prompt Payment of Invoices.

THE COUNTY OF BREVARD RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY

UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM TO COUNTY FINANCE.

9. Warranty

SECTION B: Past experience, client satisfaction. 35%

1. Past experience with vendor and use of equipment.
2. Product defect problems, lawsuits or claims in the past three years.
3. References, especially from other transit properties- Client satisfaction ("track record").
 - a. Current clients will be surveyed regarding satisfaction with the products, installation and support.
4. Technical support, including expertise, experience and typical response times for both emergency and non-emergency situations.

SECTION C: Cost. 30%

1. Pricing.

16. SPECIFICATIONS COMPLIANCE MATRIX

The following priority levels are assigned to each system specification:

- C – Core Feature
- P – Priority Feature
- D – Desired Feature

"C" indicates a Core feature or function that is essential for the business practices of SCAT.

"P" indicates a Priority feature or function that is necessary for enhancing SCAT's business practices.

"D" indicates a Desired feature or function for SCAT's business practices.

No.	System Specifications	Priority	Function Available	Comment
			(Yes/No)	
General System Requirements				
I.	Hard Drive:			
A	Buses will have eight-channel systems with minimum 750 GB HDD. Must be single hard drives; no double stacked smaller hard drives to achieve 750 GB or 1 TB capacity.	C	Yes	
B	All small buses (Thomas Vistas and Turtle Tops) will have four-channel systems with minimum 250 GB HDD.	C	Yes	
C	Hard Drives shall be removable.	C	Yes	
D	Hard Drives shall have minimum one year warranty; two years is preferred.	C	Yes	
E	Removable hard drives shall be equipped with a keylock to prevent unauthorized access and be	C	Yes	

	"swappable" for use with both 4-channel and 8-channel DVR's.			
II.	DVR			
A	Audio capability on two channels	C	Yes	
B	Record multiple cameras at 120 images per second system-wide or better. Systems that use a quad processor or multiplexer front-end will not be acceptable.	P	Yes	
C	Remote viewing and download capability.	C	Yes	
D	PC Windows based downloads.	C	Yes	
E	Real time video playback.	P	Yes	
F	Video resolution 720 X 480 pixels.	P	Yes	
G	MPEG-4 compression.	P	Yes	
H	GPS capability that must provide speed and mapping interactive interface	C	Yes	
I	Vehicle data log including brakes, signals, and other data.	P	Yes	
J	Must have alert button.	C	Yes	
K	Equipped with two USB ports on the front to allow for exporting video clips using CDRW, HDD or USB flash memory	C	Yes	
L	Video clips shall feature 28-bit video encryption and chain-framed watermarking to ensure video is authentic and has not been tampered with.	C	Yes	
M	Video clips shall feature optional password protection to prevent unauthorized viewing.	P	Yes	
N	Multiple or single camera playback and recording option.	P	Yes	
O	The software shall allow for searches by: event, time lapse, or time and date. GPS enabled systems shall allow for searches by location or speed. Once retrieved, the video shall be capable of displaying all camera views simultaneously with the ability to isolate one camera view at a time, all from the same file.	C	Yes	
P	Ignition power or timer record settings.	C	Yes	
Q	Battery backup and standby power to preserve settings.	C	Yes	
R	System clock with capability to synchronize with GPS time (automatically changes to daylight savings time).	P	Yes	
S	Option to remain operating for a pre-determined length of time after the vehicle power is terminated, minimum 30 minutes.	P	Yes	
U	All units use same key to access removable hard	P	Yes	

	drive and/or operate DVR.			
V	Dimensions no larger than 12" W x 5" H x 15" D, and not exceed 20 lbs. in weight	P	Yes	
W	Durable, able to withstand high temperatures, shock impact and vibration. The system shall be Mil-Spec (STD-810F) and SAE (J1455) rated for proven shock and vibration durability.	C	Yes	
X	The DVR shall meet the requirements of ISO 7637-2, "Electrical disturbances from conduction and coupling."	C	Yes	
III.	Cameras:			
A	Must be Color.	C	Yes	
B	Must maximize image quality and be adjustable through full range of lighting conditions from extremely low light and nighttime operation to full daylight. Utilize IR and day/night camera technology.	C	Yes	
C	Minimum resolution shall be 540 TV lines. The DVR resolution shall be user adjustable to allow higher resolution for selected cameras.	P	Yes	
D	The focal length, angle and adjustability of each camera lens shall be selected to maximize viewable area and image quality for each camera.	C	Yes	
E	On playback, audio shall be audible for any interior camera viewed.	C	Yes	
F	The power to the cameras shall be provided through the recorder.	C	Yes	
G	The cameras shall be synchronized by the recorder.	C	Yes	
H	The cameras shall be mounted in tamper resistant housings.	C	Yes	
IV.	Viewing Method:			
	Recorded video shall be viewed by removing the HDD and viewing the contents at a central viewing station. Software shall be supplied to set up two portable laptop viewing stations. Recorded video may also be viewed by connecting a laptop computer directly to the DVR or via an LCD monitor and mouse. SCAT requires that the existing department PC workstations and laptops be used for these purposes.	C	Yes	

	Allow files to be transferred directly from the HDD to a PC or laptop computer, where the images can be printed, emailed or saved onto another storage media. We require that a video segment 90 minutes in length from a seven camera, eight-channel system be able to be reproduced onto a DVD showing either a single camera view or all seven cameras simultaneously. The DVD must be able to be viewed on any computer (as required by Florida Public Record rules), and be encrypted to be unalterable.	C	Yes	
V.	Power Requirements:			
	The system shall be FCC approved and powered by 12 or 24 VDC vehicle power supply connected by 14 gauge wire and protected from spikes, surges and reverse polarity operating between a range of 9 to 30 VDC. Power to 12-volt cameras (up to 7) shall be provided directly from the DVR unit.	C	Yes	
VI.	System Upgrades			
	The DVR system shall be the current, most stable version of the operating system for the equipment and components proposed. It shall be capable of expansion and/or upgrade as a means of extending the system life expectancy. The system should be able to be upgraded with additional cameras and, if necessary, a larger HDD.	C	Yes	

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
PROPOSAL NO.: P-4-10-14

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to building construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example: Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

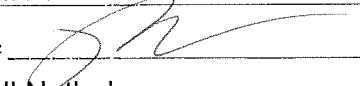
The vendor shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

ACCEPTED BY:

Vendor Name Apollo Video Technology

Address 14148 NE 190th Street - Woodinville, WA 98072

Authorized Signature  Date 04/07/2010

Print Name Rodell Notbohm

Telephone Number 888.288.8721 / 425.483.7100 Fax # 425.483.7200

**PROMPT PAYMENT & ADDENDUM ACKNOWLEDGMENT
PROPOSAL # P-4-10-14
DIGITAL VIDEO RECORDING SYSTEM FOR SCAT BUSES**

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

IF PROMPT PAYMENT DISCOUNT IS OFFERED, PLEASE STATE THE DISCOUNT & TERMS

ADDENDUM ACKNOWLEDGMENT:

Ad. No. 1 Dated 04/05/2010 / Ad. No. _____ Dated _____

Ad. No. _____ Dated _____ / Ad. No. _____ Dated _____

Vendor Name Apollo Video Technology

Address 14148 NE 190th Street - Woodinville, WA 98072

Authorized Signature  _____

Printed Signature Rodell Notbohm Date 04/05/2010

Phone # 888.288.8721 / 425.483.7100 Fax # 425.483.7200

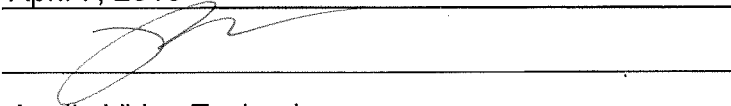
E-Mail rodelln@avt-usa.com

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology

Title: General Manager

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 CFR Part 661


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

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

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date: April 7, 2010
Signature: 
Company Name: Apollo Video Technology
Title: General Manager

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)


The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

4. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
46 CFR Part 381

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology


Title: General Manager

6. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

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

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology

Title: General Manager

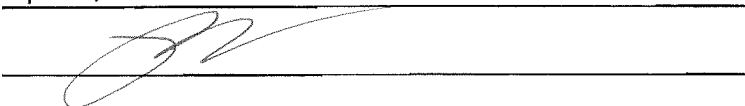
7. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology

Title: General Manager

10. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

The undersigned [Contractor] 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 making lobbying contacts to 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

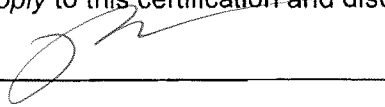
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Apollo Video Technology, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the

Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


_____ Signature of Contractor's Authorized Official

Rodell Notbohm, Gen Mgr Name and Title of Contractor's Authorized Official

April 7, 2010 Date

11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination

or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>	None	Those imposed on state pass thru to Contract or	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
<u>II Non State Grantees</u>	Yes ³	Those imposed on non-state Grantee pass thru to Contract or	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes ³		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						


Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology

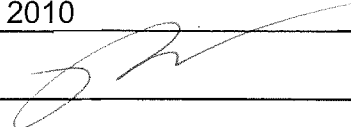
Title: General Manager

12. FEDERAL CHANGES

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology

Title: General Manager

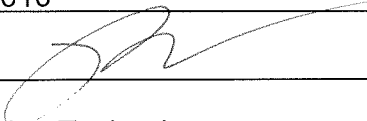
14. CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology

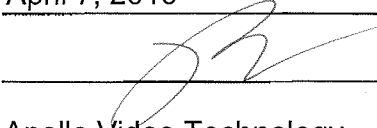
Title: General Manager

15. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology

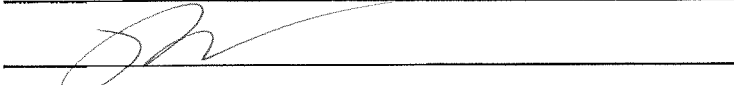
Title: General Manager

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology

Title: General Manager

**20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

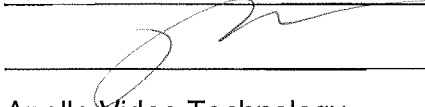
Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

Date: April 7, 2010

Signature:  _____

Company Name: Apollo Video Technology

Title: General Manager

21. TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1F

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed

with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

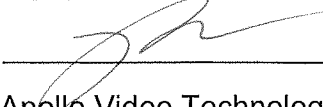
j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of

the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology

Title: General Manager

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29
Executive Order 12549

Suspension and Debarment


This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by The Brevard County Board of County Commissioners. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The Brevard County Board of County Commissioners, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology

Title: General Manager

23. PRIVACY ACT

5 U.S.C. 552

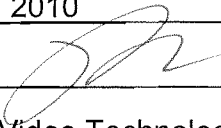
Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology

Title: General Manager

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

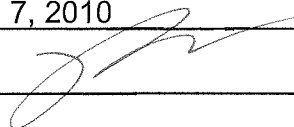
(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor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

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Date: April 7, 2010

Signature:  _____

Company Name: Apollo Video Technology

Title: General Manager

25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

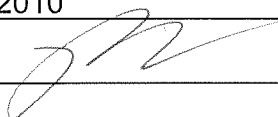
Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

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

Date: April 7, 2010
Signature: 
Company Name: Apollo Video Technology
Title: General Manager

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 12%. A separate contract goal has not been established for this procurement.

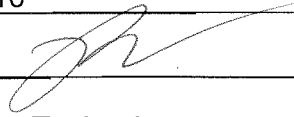
b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as The Brevard County Board of County Commissioners deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from The Brevard County Board of County Commissioners. In addition, is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the The Brevard County Board of County Commissioners and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify The Brevard County Board of County Commissioners, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of The Brevard County Board of County Commissioners.

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology


Title: General Manager

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

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

Date: April 7, 2010

Signature: 

Company Name: Apollo Video Technology

Title: General Manager