

ORDINANCE NO. 1456

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH ANGELTRAX MOBILE VIDEO SURVEILLANCE OF NEWTON, ALABAMA FOR THE PURCHASE AND INSTALLATION OF SURVEILLANCE CAMERA EQUIPMENT AND A CELLULAR DATA SERVICE PLAN FOR THE CANBY AREA TRANSIT (CAT) FLEET OF BUSES.

WHEREAS, the City of Canby on behalf of Canby Area Transit received grant 17-0814 from TriMet for \$40,307 in STF funds for the purchase and installation of surveillance camera equipment for the CAT fleet; and

WHEREAS, the City of Canby on behalf of Canby Area Transit received approval from ODOT Rail and Public to utilize the balance of Contract 30407 (\$13,225) in (49 U.S.C 5339) funds to combine with grant 17-0814 funds for the purchase and installation of surveillance camera equipment for the CAT fleet; and

WHEREAS, it is a transit industry best practice and in the best interest of the City and Canby Area Transit for buses to have surveillance camera systems on board; and

WHEREAS, City requested quotes from five (5) vendors for the purchase and installation of surveillance camera equipment on August 29, 2016; and

WHEREAS, the City of Canby received quotes from the five (5) companies listed below:

Company Names:

AngelTrax Mobile Video Surveillance (AngelTrax)
Pro-Vison Video Systems (Pro-Vison)
Radio Engineering Industries, Inc. (REI)
Seon Systems Sales (Seon)
WatchGuard Video (WatchGuard)


WHEREAS, following vendor presentations staff reviewed and scored the quotes based on an Evaluation Criteria Guideline; and

WHEREAS, AngelTrax received the top average score of 98.95% and was identified unanimously by the reviewers as the most affordable quote; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and the City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with AngelTrax Mobile Video Surveillance of Newton, Alabama for the purchase and installation of equipment and an ongoing cellular data plan agreement for a surveillance camera system on the CAT fleet of vehicles. A copy of said contract is attached hereto as Exhibit "A" and by this reference incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, January 4, 2017, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, January 18, 2017 commencing at the hour of 7:30 p.m. in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.




Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on January 18, 2017 by the following vote:

YEAS 6

NAYS 0



Brian Hodson, Mayor

ATTEST:



Kimberly Scheafer, MMC
City Recorder

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and ANGELTRAX MOBILE VIDEO SURVEILLANCE (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands that any subcontractors are required to obtain a City of Canby Business License prior to commencing work under this contract.**
3. Compensation:
 - A. City agrees to pay Contractor according to Quote ATXQ18879 dated December 15, 2016, for all items not crossed out. See Exhibit "A" attached hereto. Contractor agrees that \$48,996 is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. **Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.**
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement may be terminated by:
1. Mutual written consent of the parties.
 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 3. City, effective upon delivery of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to

comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
 - A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
 - B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.
 - C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.
 - D. For Worker’s Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker’s Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor’s liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor’s negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this

Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.
15. Federal Terms and Conditions. This project is funded in part with grant funds from the Federal transit Administration via contract with the Oregon Department of Transportations' Rail and Public Transit Division which requires third party contractors to comply with the federal terms and conditions detailed in Exhibit "B" attached hereto. The Contractor agrees to comply with all applicable federal regulations.

CITY: Rick Robinson, City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: AngelTrax Mobile Video Surveillance
9540 US Highway 84 West
Newton, AL 36352

Please submit invoices to: Attn: Accounts Payable
City of Canby
PO Box 930
Canby, OR 97013
potterl@canbyoregon.gov

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:

CITY OF CANBY

By: 
Sally Klein, Government & Education Sr. Coordinator

By: 

Date: January 19, 2017

Date: 1/19/2017

Subcontractors will be used ___ Yes ___ No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:



Joseph Lindsay, City Attorney

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

Name of Business	Address	Phone	CCB#
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Whether or not we use a subcontractor would depend on the overall schedule of our install team and the availability of the Certified AngelTrax SubContractors that are available at the time the Purchase Order is received. However, as the Prime Contractor, all issues will go through our Corporate Offices.

Axis Installations	Attn: Kris Clarke	333 NE 8th Street, Homestead, FL 33030	786-678-9304 (cell)
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The City hereby approves the above listed subcontractors.

City of Canby

Date

Exhibit A

Reliable Digital Mobile Video Surveillance Solutions



Thursday, December 15, 2016

Julie Wehling
Transit Director
Canby Area Transit
195 Hazel Dell Way
Suite C
Canby , OR 97013

Dear Julie Wehling:

Thank you for allowing AngelTrax to customize a proposal to suit your mobile surveillance needs. We pride ourselves on our workmanship and the expertise put forth into our research, development and manufacturing process. At AngelTrax, we believe that surveillance, service and reliability matter.

Please see a summary of proposed AngelTrax equipment attached. Contact me at **334.692.4600** for answers to any questions you may have, or if you need immediate assistance and I am not available, please contact our AngelTrax corporate office at 1.800.673.1788.

Our business depends solely upon our loyal partners. Through you and companies like yours, we earn the satisfaction of producing and supporting some of the finest mobile surveillance equipment on the market today. AngelTrax is committed to ensuring that your experience with our products and our people exceeds your expectations. Once again, thank you for your consideration.

Best Regards,

AngelTrax Mobile Video Surveillance

ktolar@angeltrax.com
334.692.4600
334.692.4606 (F)



Search "AngelTrax" on www.gsaadvantage.gov
to see our products available for
direct purchase without the bidding process

Exhibit A

QUOTE #:

ATXQ18879-01



ISSUE DATE.: 12/15/2016
EXPIRY DATE.: 12/19/2016

PREPARED FOR:

PREPARED BY:
AngelTrax Mobile Video Surveillance



BILLING DETAILS	SHIPPING DETAILS
Canby Area Transit Julie Wehling	Canby Area Transit Julie Wehling
195 Hazel Dell Way Suite C Canby, OR 97013 USA	195 Hazel Dell Way Suite C Canby, OR 97013 USA
503-266-0751 wehling@ci.canby.or.us	503-266-0751 wehling@ci.canby.or.us

9540 US Highway 84 West
Newton, AL 36352
Cell: 334.692.4600
Corporate Office: 1,800.673.1788
ktolar@angeltrax.com

QUOTED PRODUCTS




MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
35' Gillig Buses with 7 cameras			
	2	\$2,019.15	\$4,038.30
AngelTrax Quest EDGE Hybrid Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)			
Hybrid Quest EDGE Hybrid Quest Edge 8 Channel Hybrid Component Mobile Digital Video Recorder <ul style="list-style-type: none"> TO INCLUDE HDDSM863ST Patented Slide-Rail Component Technology Built-in 800MHz LAN Vandal Proof Lock Box Panic Button MJPEG/H4L Compression 	1		
HDQ3600WPB (3) HDQ3600WPB High-Definition Quality Camera <ul style="list-style-type: none"> 800TVL - 3.6mm Lens 73.7 Degree Field of View and 90 Degree Adjustable Angle Noise-gated Microphone and Smart Infrared 49.5ft. Cable Water-Resistant/Vandal Proof Casing Scratch Resistant, Anti-Glare Polarized Glass Lens Cover 	3		
HDQ2500 (2) HDQ2500 High-Definition Quality Camera <ul style="list-style-type: none"> 800TVL - 2.5mm Lens 81.2 Degree Field of View and 90 Degree Adjustable Angle Noise-gated Microphone and Smart Infrared 49.5ft. Cable Water-resistant/Vandal Proof Casing Scratch Resistant, Anti-glare Glass Lens Cover 	2		

Exhibit A







QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 <p>HDQ3600WPR (2) HDQ3600WPR High-Definition Quality Camera • 800TVL - 3.6mm Lens • 73.7 Degree Field of View and 90 Degree Adjustable Angle • Noise-gated Microphone and Smart Infrared • 49.5ft. Cable • Water-resistant/Vandal Proof Casing • Scratch Resistant, Anti-glare Polarized Glass Lens Cover</p>	2		
 <p>HDQBR100 Mounting Bracket for Forward Facing Camera (Looking out through front Windshield).</p>	1		
<p>35' Champion Bus with 5 Cameras</p>			
<p>AngelTrax Quest EDGE Hybrid Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)</p>	1	\$1,667.25	\$1,667.25
 <p>Hybrid Quest EDGE Hybrid Quest Edge 8 Channel Hybrid Component Mobile Digital Video Recorder • TO INCLUDE HDDSMB63ST • Patented Slide-Rail Component Technology • Built-in 800MHz LAN • Vandal Proof Lock Box • Panic Button • MJPEG/H4L Compression</p>	1		
 <p>HDQ3600WPB (3) HDQ3600WPB High-Definition Quality Camera • 800TVL - 3.6mm Lens • 73.7 Degree Field of View and 90 Degree Adjustable Angle • Noise-gated Microphone and Smart Infrared • 49.5ft. Cable • Water-Resistant/Vandal Proof Casing • Scratch Resistant, Anti-Glare Polarized Glass Lens Cover</p>	3		
 <p>HDQ2500 HDQ2500 High-Definition Quality Camera • 800TVL - 2.5mm Lens • 81.2 Degree Field of View and 90 Degree Adjustable Angle • Noise-gated Microphone and Smart Infrared • 49.5ft. Cable • Water-resistant/Vandal Proof Casing • Scratch Resistant, Anti-glare Glass Lens Cover</p>	1		
 <p>HDQ3600WPR HDQ3600WPR High-Definition Quality Camera • 800TVL - 3.6mm Lens • 73.7 Degree Field of View and 90 Degree Adjustable Angle • Noise-gated Microphone and Smart Infrared • 49.5ft. Cable • Water-resistant/Vandal Proof Casing • Scratch Resistant, Anti-glare Polarized Glass Lens Cover</p>	1		

Exhibit A






QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 <p>HDQBR100 Mounting Bracket for Forward Facing Camera (Looking out through front Windshield).</p>	1		
<p>Cut-Away Buses with 4 Cameras</p>			
<p>AngelTrax Quest EDGE Hybrid Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)</p>	9	\$1,491.30	\$13,421.70
 <p>Hybrid Quest EDGE Hybrid Quest Edge 8 Channel Hybrid Component Mobile Digital Video Recorder <ul style="list-style-type: none"> • TO INCLUDE HDDSM863ST • Patented Slide-Rail Component Technology • Built-in 800MHz LAN • Vandal Proof Lock Box • Panic Button • MJPEG/H4L Compression </p>	1		
 <p>HDQ3600WPB (2) HDQ3600WPB High-Definition Quality Camera <ul style="list-style-type: none"> • 800TVL - 3.6mm Lens • 73.7 Degree Field of View and 90 Degree Adjustable Angle • Noise-gated Microphone and Smart Infrared • 49.5ft. Cable • Water-Resistant/Vandal Proof Casing • Scratch Resistant, Anti-Glare Polarized Glass Lens Cover </p>	2		
 <p>HDQ2500 (2) HDQ2500 High-Definition Quality Camera <ul style="list-style-type: none"> • 800TVL - 2.5mm Lens • 81.2 Degree Field of View and 90 Degree Adjustable Angle • Noise-gated Microphone and Smart Infrared • 49.5ft. Cable • Water-resistant/Vandal Proof Casing • Scratch Resistant, Anti-glare Glass Lens Cover </p>	2		
 <p>HDQBR100 Mounting Bracket for Forward Facing Camera (Looking out through front Windshield).</p>	1		
<p>CONTLABOR Installation to be performed by AngelTrax Engineer.</p>	12	\$675.00	\$8,100.00

Exhibit A

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CONTLABOR Uninstallation of Current Systems	9	\$50.00	\$450.00
BIDPRICING RFQ - On-Board Video Cameras for Twelve (12) Transit Vehicles	1	\$0.00	\$0.00
SHIPPING/HANDLING Shipping and Handling Charges * Optional items are not included in the calculation.*	1	\$0.00	\$0.00
TOTAL			\$27,677.25


QUOTED PRODUCTS - OPTIONAL ITEMS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
HDSSM863ST 500GB Solid-State HDD with SATASDT Tray Samsung - Spares (Optional)	12	\$399.90	\$4,798.80
HDSSM1TBST 1TB Solid-State HDD with SATASDT Tray - SPARES (Optional)	12	\$629.90	\$7,558.80
HDSSM1TBST-UPGRADE 1TB Solid-State HDD Upgrade with SATASDT Tray **Recommended based on the hours of operations for the fleet** (Optional)	12	\$299.90	\$3,598.80
 GDA-7012 KIT GDA-7012 Onboard Backing Monitor Kit <ul style="list-style-type: none"> • 7-Inch Monitor • HDQ3600WPB Backing Camera • A/V Input Adapter • Remote Control (Optional) 	12	\$307.95	\$3,695.40

Exhibit A






QUOTED PRODUCTS				
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	
 <p>GPS-C1 Interior GPS Antenna that Enables Passive GPS (Optional)</p>	12	\$75.00	\$900.00	
<p>Wi-Fi Connectivity</p>				
 <p>AP ROUTER Remote Access Point works in combination with the LAN wireless component to provide connectivity between the AngelTrax MDVR system and existing wireless network. (Optional)</p>	12	\$90.94	\$1,091.28	
 <p>MR66 MR66 Wi-Fi system is comprised of the items below: <ul style="list-style-type: none"> • Meraki MR66 Wireless Access Point • POE-INJ-3-US Meraki Power Injector • Two (2) ANT-10 Meraki Antennas (Total of 4 Antennas per Access Point) NOTE: The first year license is provided at no charge; however, the client will be responsible for all subsequent years' license fees. (Optional)</p>	1	\$2,999.90	\$2,999.90	
<p>Cellular Connectivity</p>				
 <p>IBR650LP4 3G/4G Cellular Modem -Provides connectivity through cellular towers and mobile networks -External module attached via RJ45 cable to the RJ45 port -Includes POWL031 power cable -Firmware available for future use with other carriers (Optional)</p>	12	\$359.90	\$4,318.80	
<p>IVSVZ2 PROMO - AngelTrax/Verizon Monthly 5G Data ONLY Plan PROMO PRICING \$358.80 per vehicle, annually and includes MotoTrax Live View, Live Tracking, Health Events and Event History. Regular Pricing is \$840.00 per Vehicle, annually. (Optional)</p>	12	\$358.80	\$4,305.60	
 <p>MotoTrax-SETUP MotoTrax Online Surveillance Management Software <ul style="list-style-type: none"> • Track Your Entire Fleet • Instant Event Notifications • View Live Camera Feeds • Simple, Logical User Interface • Create Custom Reports • Import/Export Data •(\$25.00 Initial Setup Fee per Vehicle) (Optional)</p>	12	\$25.00	\$300.00	

Exhibit A


QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<p>MotoTrax-LV MotoTrax Live View - PROMO <ul style="list-style-type: none"> ▪ Stream Live Video From Your Fleet ▪ Remote System Setup Regularly priced @ 48.00 Charge per Vehicle, annually. (Optional)</p>	12	\$0.00	\$0.00
<p>MotoTrax-LT MotoTrax Live Tracking - PROMO <ul style="list-style-type: none"> ▪ Track Your Entire Fleet ▪ Create Custom Reports Regularly priced @ 48.00 Charge per Vehicle, annually. (Optional)</p>	12	\$0.00	\$0.00
<p>MotoTrax-HE MotoTrax Health Events - PROMO <ul style="list-style-type: none"> ▪ Monitor Your Onboard DVR's System Health ▪ Create Custom Reports Regularly priced @ 48.00 Charge per Vehicle, annually. (Optional)</p>	12	\$0.00	\$0.00
<p>MotoTrax-EH MotoTrax Event History - PROMO <ul style="list-style-type: none"> ▪ Monitor Driver Behavior and Vehicle Status ▪ Create Custom Reports Regularly priced @ 48.00 Charge per Vehicle, annually. (Optional)</p> <p>Event Download Software</p>	12	\$0.00	\$0.00
 <p>MOTOLINX25 MotoLinX Automatic-Download Event Clip Manager Price per vehicle for 1-25 vehicles <ul style="list-style-type: none"> ▪ Set up auto-download for your entire fleet ▪ Automatically download event clips from 10 - 120 seconds ▪ Create custom auto-download settings (Optional)</p>	12	\$150.00	\$1,800.00
<p>MOTOLINX-SUPPORT100 MotoLinX Support Annual Fee <ul style="list-style-type: none"> ▪ Annual license and support fee per server installation (Optional) </p>	1	\$1,500.00	\$1,500.00
<p>CONTLABOR-Wireless Configuration of AngelTrax Wireless Components with the MDVR, per system. This quote does not include charges for the removal of any existing camera systems or equipment. *If quote is for multiple systems, pricing is based upon the configuration of (# of systems) AngelTrax Wireless Components at the same time and location. Wireless components must be configured by a Certified AngelTrax IT Professional. (Optional)</p>	12	\$75.00	\$900.00

Exhibit A

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
DELL (Optional)	1	\$3,900.00	\$3,900.00

Signed and endorsed by:

Printed Name

CORPORATE & FREIGHT POLICIES

This price quote is good for 90 days or for the agreed upon contract date; after which, products and pricing is subject to change.

Freight Policy: Items will be shipped common carrier, UPS or FedEx, ground delivery unless otherwise requested. No returns will be accepted after 30 days from invoice date. If a return is received within 30 days of the invoice date, a 15% restocking fee will be added to all returned items. All items returned will be subject to inspection by IVS, Inc.

The customer will be responsible for all applicable taxes.

Warranty Notice: Technical support, warranty parts and services are contingent on your account being current and up to date.

License Notice: All AngelTrax and VizuCop software is used by license agreement only and is not for sale.

Acknowledgment of Federal Terms and Conditions

Onboard Video Equipment Purchase and Installation for Transit Fleet

Federal Terms and Conditions. This purchase is funded in part with grant funds from the Federal Transit Administration via contract with the Oregon Department of Transportation's Rail and Public Transit Division which requires third party contractors to comply with the federal terms and conditions detailed in Exhibit "A" attached hereto.

IVS, Inc. dba AngelTrax agrees to comply with all applicable federal regulations.
Company Name

By signing below I acknowledge the receipt of Exhibit "A" detailing the required federal terms and conditions and agree to comply with all applicable federal terms and conditions.


Signature

Sally Klein, Government and Education Sr. Coordinator
Printed Name of Company Representative

January 19, 2017
Date

If your company's quote is selected please complete this page and return to Canby Area Transit by September 30, 2016.

Email to: wehlingi@ci.canby.or.us *email submission is preferred*

Deliver to: Canby Area Transit
195 S Hazel Dell Way, Suite C
Canby, OR 97013

Mail to: Canby Area Transit
PO Box 930
Canby, OR 97013

Fax to: 503.263.6284

Exhibit A: Federal Transit Administration Required Terms and Conditions

No Obligation by the Federal Government

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.

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.

Access to Records and Reports

Access to Records - The following access to records requirements apply to this Contract:

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).

Federal Changes

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.

Termination

- 1. 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.
- 2. 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.

- 3. 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.

- 4. 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.
- 5. 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.

6. **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.

7. **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.

8. 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).
9. **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:

- a. 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

- b. 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.

- 10. 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.

- 11. 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.

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:

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.

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.

Disadvantaged Business Enterprise

1. 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, race-neutral goal for DBE participation is 8%. A separate contract goal has not been established for this procurement.
2. 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 {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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.

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 {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in

addition to remedies available to {insert agency name}, 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.

Energy Conservation

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

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Kimberly Scheafer, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 4th day of January 2017 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1456 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 5th day of January 2017, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building Bulletin Board (Upstairs)
- 2. Canby Civic Building Bulletin Board (Downstairs)
- 3. Canby Post Office
- 4. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of five (5) days and until the very 18th day of January 2017.

Kimberly Scheafer

Kimberly Scheafer, MMC
City Recorder

Subscribed and sworn to before me this 5th day of January 2017.

Erin Elizabeth Burckhard

Notary Public For Oregon
My Commission Expires: 9/15/2018

