

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Apollo Video Technology

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Installation of eleven (11) on-board Closed Circuit Surveillance Systems (CCSS)**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$12,318
(§3) **Contract Beginning Date:** 6/26/18 **Contract Termination Date:** 5/30/19
(§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>X</u>	_____
(§7)	Automobile Liability (\$ 300,000) Personal Auto	_____	<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	_____
	(\$1,000,000) Commercial Policy	_____	<u>X</u>
(§8)	Worker's Compensation	<u>X</u>	_____
(§9)	Errors and Omissions (\$1,000,000)	<u>X</u>	_____

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26)	Contractor: Apollo Video Technology 24000-35 th Ave. SE Bothell, WA 98021-8990	County of Nevada: Community Development Agency- Transit 950 Maidu Ave Nevada City, CA 95959
	Contact Person: April Johnson (425) 425-7100 x 121 e-mail: april.johnson@apollovideo.com	Contact Person: Robin VanValkenburgh (530) 477-0103 Ext 1003 e-mail: Robin.VanValkenburgh@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	_____ Calif.,	_____ Other,	<u>X</u> LLC,	_____ Non-profit
Partnership:	_____ Calif.,	_____ Other,	_____ LLP,	_____ Limited
Person:	_____ Indiv.,	_____ Dba,	_____ Ass'n	_____ Other

EDD: Independent Contractor Worksheet Required: _____ Yes X No

HIPAA: Schedule of Required Provisions (Exhibit D): _____ Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	_____
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	_____
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>X</u>	_____
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	_____	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies

with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage

determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.



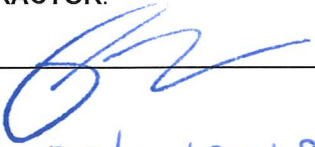
IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

Name: _____

Title: _____

Dated: _____



06/06/2018

COUNTY OF NEVADA:

Steve Monaghan
Director/Purchasing Agent

Dated: _____

EXHIBIT "A"

SCHEDULE OF SERVICES

The on-board surveillance system are to be installed on each of the assigned Nevada County Transit Buses to meet the existing and future needs in operating the Nevada County transit bus program in a more secure and safe manner. The system must provide maximum feasibility for expansion of capabilities as technologies expand and the Nevada County transit bus program grows. Specific objectives for the system include:

- Enhanced safety and security for employees and passengers
- Incident investigation and management via video playback
- Enhanced driver training capability via availability of real time video.
- Provide an infrastructure of trained personnel, support staff, documentation, and resources to support and maintain the system to remain stable and reliable

This project requires the Contractor to provide and install video surveillance camera system hardware, software, and other related components on the Nevada County transit buses - 11 vehicles.

Gold Country Stage Fleet			
Vehicle	Year	Make	Model
49	2008	Chevrolet Eldorado	AreoElite 290 H
51	2008	INTERNATIONAL-ELDORADO	AreoElite 290 H
57	2015	IC-Eldorado	AreoElite HDE
58	2016	IC-Eldorado	AreoElite HDE
59	2016	IC-Eldorado	AreoElite HDE
60	2016	IC-Eldorado	AreoElite HDE
61	2016	IC-Eldorado	Areolite HDE
62	2016	IC-Eldorado	AreoElite HDE
63	2016	IC-Eldorado	AreoElite HDE
64	2016	IC-Eldorado	AreoElite HDE
65	2016	IC-Eldorado	AreoElite HDE

Closed Circuit Surveillance System (CCSS): The system being installed is the RoadRunner mobile video surveillance systems (part no. 426-4S) which offers the latest enhancements in high definition and analog video formats with forwards and backwards compatible hardware allowing transportation agencies a forward-thinking surveillance system that's flexible and adaptable for system-wide advancements.

System Specifications There shall be a minimum number of cameras for each bus strategically placed to maximize coverage of the interior of the bus. Each bus's system of cameras shall be considered one (1) unit. Cameras angles should focus on capturing the following areas:

1. Driver, farebox, and entrance area
2. Front facing the rear (interior)
3. Rear facing the front (interior)
4. Windshield driver view
5. Front curbside, exterior (rear facing)
6. Wheelchair lift facing curbside

Installation: The Contractor shall provide installation of all hardware, software, and other components necessary to ensure a fully functional and operational system prior to acceptance of payment. The start date of installation shall begin on a date agreed between Nevada County Transit Director and the Contractor.

Testing and Acceptance The Contractor shall perform testing on all installed camera systems to ensure all vehicles in service have a fully functioning audio and digital recording system that is viable and retrievable. The successful completion of a performance test and an operability test without flaws shall be completed with Apollo & Transit Director before final acceptance of each installed system.

Warranty: All equipment (on-board surveillance equipment, backend equipment, software, and other accompanying equipment) shall have a minimum of 2 years warranty from the date of final acceptance of work. All labor and workmanship (installation) shall include a 1 year warranty from the date of final acceptance.



GENERAL SERVICES ADMINISTRATION

Federal Supply Schedule 084

Alarm and Signal Systems, Facility Management Systems, Professional Security/Facility Management Services, and Protective Services Occupations (Guard Services)

FSC Group: 5820/6650

Contract Number: **GS-07F-0776X**

Contract Period: **September 30, 2011 – September 29, 2021**

**Apollo Video Technology
24000-35th Avenue SE
Bothell, WA 98021-8990**

Phone number: (425) 483-7100 Fax number: (425) 483-7200
www.apollovideo.com

FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST
Federal Supply Schedule 084
FSC Group: 5820/6650

Contract Administrator:

April Johnson
24000-35th Avenue SE
Bothell, WA 98021-8990
(425) 483-7100 gsa@apollovideo.com

BUSINESS SIZE: Small Business

Socioeconomic Indicators: N/A

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is <http://www.gsaadvantage.gov>. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

CUSTOMER INFORMATION:

- 1a. Awarded special item numbers: 426-4S Closed Circuit Surveillance Systems
- 1b. Lowest priced model number and price for each sin: RR-CEIR - Camera Enclosure, vandal resistant for RR-CIR2 Series Cameras - \$25.28 - 426-4S
- 1c. Hourly rates (services only): See Below Price List
2. Maximum order*: 426-4S \$200,000
- *Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.
3. Minimum Order: N/A
4. Geographic Coverage: Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities
5. Point(s) of production: Products: Bothell, Washington USA
Services: N/A
6. Discount from list prices: GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.
7. Quantity discount(s): None
8. Prompt payment terms: 1% 20 days, Net 30
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
- 9a. Government Purchase Cards must be accepted at or below the micro-purchase threshold.
- 9b. Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit
10. Foreign items: None
- 11a. Time of delivery: Shipped 30 days after receipt of order
- 11b. Expedited delivery: 2-3 days (additional cost)
- 11c. Overnight and 2-day delivery: 2-3 days (additional cost)

11d. Urgent Requirements	Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. FOB point:	Origin; The contractor will pay all freight costs for orders over \$100K
13a. Ordering address	24000-35 th Avenue SE - Bothell, WA 98021-8990
13b. Ordering procedures	For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
14. Payment address:	24000-35 th Avenue SE - Bothell, WA 98021-8990
15. Warranty provision:	2 Years all equipment
16. Export packing charges:	Not applicable
17. Terms and conditions of government purchase card acceptance:	Not applicable
18. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices:	Not applicable
19. Terms and conditions of installation:	See Below Price List
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices:	Not applicable
21. List of service and distribution points:	Not applicable
22. List of participating dealers:	Not applicable
23. Preventive maintenance:	Not applicable
24a. Special attributes such as environmental:	Not applicable
24b. Section 508 compliance for EIT:	Not applicable
25. DUNS number:	174710520
26. Notification regarding registration in system for award management (SAM) database:	Registration valid until 12/31/2016

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

Payment schedules shall set forth per attached Price Quote No. A-172173E from Apollo Video Technology dated 6/1/18 for installation of system and deployment only in the amount **not to exceed \$12,318.00.**



Quotation #: A-172173E

Date: 8/1/2018
 Payment Terms: TBD
 Shipping Terms: FOB Origin
 Sales Rep: Martin Frazier
 Project Info.: Gold Country Stage-(S;A-HI)
 (11) Paratransit

Bill to: Gold Country Stage
Robin Van Valkenburgh
 13083 John Bauer Ave
 Grass Valley CA 95945
 Tel: (530) 477-0103
 Fax/Email:

Installation:				Unit Price	Ext. Price
Line	Qty	Model	Description		
1	11	AVT-INSTALL	Installation of system	\$948.00	\$10,428.00
2	1	AVI-INSTALL	Deployment fee	\$1,090.00	\$1,090.00
Subtotal:					\$12,318.00

Prices and terms are guaranteed for 30 days. All prices are in US dollars. Freight charges, installation charges and taxes (if applicable) are additional and may not be included in this quotation. All returns are subject to a 20% re-stocking fee.

EXHIBIT "C"

SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

Additions:

Services

Section 1. Scope of Services:

County shall contact Contractor if this need arises in order to obtain a quote for time and any travel expenses related to this service.

Personal Services

Section 13. Assignment and Subcontracting:

The County agrees to allow installation to be subcontracted to Transit Tech Inc. Apollo Video Technology shall assume all responsibility for subcontractor's work and risk associated with the installation services.

Approved by County Counsel