RESOLUTION 2018-052          PASSED APRIL 23, 2018

AUTHORIZING AN INDEPENDENT CONTRACTOR AGREEMENT WITH MIOVISION TECHNOLOGIES, INC. FOR THE PURCHASE OF TRAFFIC COUNTING DEVICES IN AN AMOUNT NOT TO EXCEED $91,560.

WHEREAS, the DeKalb Sycamore Area Transportation Study (DSATS), as the authorized Metropolitan Planning Organization (MPO), must develop and maintain a Long-Range Transportation Plan (LRTP) for the DSATS region; and

WHEREAS, the DSATS Policy Committee (PC) is authorized to use Federal MPO funds to hire consultants to gather data that will assist DSATS in maintaining its LRTP; and

WHEREAS, the DSATS PC has approved the use of these funds to purchase video traffic counters and associated video data analysis services in the DSATS region; and

WHEREAS, the DSATS PC has approved the selection of Miovision to provide the video traffic counters and associated video data analysis services at its April 11, 2018 meeting; and

WHEREAS, the City of DeKalb, as the fiscal agent for DSATS, is authorized to enter contractual agreements on behalf of DSATS.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That the Mayor of the City of DeKalb be authorized and directed to execute an Independent Contractor Agreement, subject to such changes as shall be acceptable to him with the recommendation of staff, with Miovision for the purchase of video traffic counting units, supporting hardware, and video traffic counting data analysis services, a copy of which is attached hereto and made a part hereof as Exhibit "A." The execution of this agreement is subject to changes acceptable to the Mayor with the recommendation of the City Manager and City Attorney.

Section 2: That the DSATS Director be authorized to approve all contractor reporting documents and other official documents related to the governance of the aforementioned agreement with Miovision.

Section 3: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 23rd day of April 2018, and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Smith. Nay: None. Absent: Faire. 

ATTEST:

RUTH A. SCOTT, Deputy City Clerk

JERRY SMITH, Mayor
FORM OF AGREEMENT

Independent Contractor
Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "Miovision" hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows

A. Services:

Contractor agrees to furnish to the City, on behalf of DSATS, the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City, on behalf of DSATS, is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term:

The hardware purchase shall take effect on the date of execution of this agreement. Any applicable warranty or service agreements that do not have further cost to DSATS or the City shall continue for the full term thereof.

Services relating to the purchased hardware will be provided as needed and directed by the City, on behalf of DSATS, beginning on the date of execution of this agreement. The City shall utilize services in accordance with the terms of this Agreement for a one year period. The City shall thereafter have two (2) options to extend this Agreement, each for a one (1) year period. Within any individual year, the City may authorize services up to $20,000 by approval of a purchase order for such services (subject to funds being budgeted and appropriated for said purpose). Services in excess of $20,000 within any given year shall require the express approval of the City Council (along with budgeted funds being appropriated). During each year that the City utilizes services, the City shall have the right, but not the obligation to use up to 3,000 hours of video at the cost outlined herein, but shall only be charged for the amounts of video actually generated and uploaded.

This Agreement may be terminated by either party upon 7 days written notice to the non-terminating party. Upon termination the Contractor shall be compensated for all work performed for the City, on behalf of DSATS, prior to termination and shall provide to the City, on behalf of DSATS, all work completed through the date of termination (not to exceed budgeted amounts or the amounts authorized by the City in writing pursuant to this Agreement. The City’s issuance of a notice of termination shall function as a stop
work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission, on behalf of DSATS.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit B. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.

E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City, on behalf of DSATS. Contractor further agrees to keep as confidential any information belonging or relating to the City, on behalf of DSATS, which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City, on behalf of DSATS, to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City, on behalf of DSATS, within two business days of contact from the City, on behalf of DSATS, the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City, on behalf of DSATS, to extend the time do so, and the City, on behalf of DSATS, will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this
Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

*Sexual Harassment*: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

*Tax Delinquency*: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

*Employment Status*: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

*Anti-Bribery*: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

*Loan Default*: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

*Felony Certification*: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

*Barred from Contracting*: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

*Prevailing Wage*: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages
is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City, on behalf of DSATS, shall discriminate on the basis of any protected classification.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City, on behalf of DSATS, under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City, on behalf of DSATS, and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the
federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

**Tax Payor Certification:** Under penalties of perjury, the Contractor certifies that its Federal Tax Payor Identification Number or Social Security Number is 98-0588774 and is doing business as a (check one):

- [ ] Individual
- [ ] Real Estate Agent
- [ ] Sole Proprietorship
- [ ] Government Entity
- [ ] Partnership
- [ ] Tax Exempt Organization (IRC 501(a) only)
- [x] Corporation
- [ ] Not for Profit Corporation
- [ ] Trust or Estate
- [ ] Medical and Health Care Services Provider Corp.

**Authorized in Illinois:** The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et..seq.* Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, *et. seq.* The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

**Export Administration, Supplies, Labor:** The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced, or in whole or in part, by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public
works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

**General Compliance and Certification:** The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. **Indemnification:**

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, DSATS, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

The Contractor agrees to indemnify and save harmless DSATS representatives, the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor's employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City, on behalf of DSATS, pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other
employee benefit acts, and serves as an express agreement to waive the protection of 

J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described in Section 2.05. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor’s sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, on behalf of DSATS, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City, on behalf of DSATS, under this Agreement unless the City, on behalf of DSATS, expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, on behalf of DSATS, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City, on behalf of DSATS, for the expressed use of the City, on behalf of DSATS. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City, on behalf of DSATS, unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City, on behalf of DSATS, without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City, on behalf of DSATS, upon request.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A, Exhibit B and Exhibit C. Except for those terms included on Exhibit A, Exhibit B and Exhibit C, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement.
and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City, on behalf of DSATS, reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City, on behalf of DSATS, may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City, on behalf of DSATS, in writing, or they shall be the sole expense of the Contractor.

L. Notices:

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City:                            For the Contractor:
City Manager                            Attn: Paul O’Shea, Account Executive
City of DeKalb                           Minversion Technologies Inc
200 S. Fourth Street                    137 Glasgow Street, Suite 110
DeKalb, IL 60115                         Kitchener ON, Canada N2G 4X8

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, on behalf of DSATS, which consent may be withheld in the City’s sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, on behalf of DSATS, the Contractor shall remain to be primarily liable to the City, on behalf of DSATS, for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City, on behalf of DSATS, contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City, on behalf of DSATS) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.
Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

Agreed to this 9th day of March, 2018.

City of DeKalb

Contractor

Paul O'Shea, Account Executive

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EXHIBIT A: DESCRIPTION OF “THE WORK”
This project consists of the provision of the following Work:

E.1 PURPOSE
The purpose of this Request for Bids (BID) is to solicit qualified vendors to provide the City, on behalf of the DSATS, delivery of up to six (6) Traffic Studies Video Collection Units (VCU’s), including hardware, software, support and maintenance, and training, in accordance with the requirements of this bid invitation and any resulting contract. There is a set contract limit to the grant funds available for this project. The City, on behalf of DSATS, reserves the right to increase or decrease the number of units purchased based upon the quoted unit price of the delivered hardware and software quoted in Exhibit A.

E.2 SPECIFICATION GENERAL DESCRIPTION:
- The purpose of this specification is to describe the minimum requirements of six (6) traffic studies video collection units (VCU’s), henceforth referred to as VCU’s, conforming to the specifications listed in this BID, to record turning movements at intersections, vehicle classification counts, pedestrian counts, bicycle counts, and provide for download of data to windows-based applications for further use. VCU’s shall include video capture and recording, data storage, battery chargers, cables, and data downloading software. VCU’s shall have the capacity to be installed using existing signal or lighting poles and pole mount hardware, or using tripod mount hardware. Vendors shall provide pole mounts, tripod mounts and technical support as part of the bid.

- All equipment and component parts furnished shall be of high quality workmanship, and no part or attachment shall be substituted or applied contrary to the manufacturer’s recommendations and standard practices.

- The design shall be such as to prevent reversed assembly or improper installation of connectors, fasteners, etc. Each item of equipment shall be designed to protect personnel from exposure to high voltage during equipment operation, adjustments, and maintenance.

- Video equipment setup shall be provided either as additional software or as part of the equipment itself.

- Video analysis shall be provided as either computer software or as web based uploading and analysis services. All video processing shall be automated, by computer, etc., instead of manually.

- Up to eight (8) hours of training and/or technical support, as needed shall be provided for the setup of the equipment and the collection and processing of the data.
E.3 TIMELINE

<table>
<thead>
<tr>
<th>EVENT DESCRIPTION</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID Release (On or About)</td>
<td>2/16/2018</td>
<td>8:00 AM</td>
</tr>
<tr>
<td>Contact Staff with notice of intention to submit BID proposal</td>
<td>2/23/2018</td>
<td>5:00 PM</td>
</tr>
<tr>
<td>Questions must be Submitted No Later Than</td>
<td>2/28/2018</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>All Bids Due (Due Date)</td>
<td>3/19/2018</td>
<td>1:00 PM</td>
</tr>
<tr>
<td>Bid Opening</td>
<td>3/19/2018</td>
<td>1:00 PM</td>
</tr>
<tr>
<td>Anticipated Approval by DSATS TAC</td>
<td>4/4/2018</td>
<td>11:00 AM</td>
</tr>
<tr>
<td>Anticipated Approval by DSATS PC</td>
<td>4/11/2018</td>
<td>3:00 PM</td>
</tr>
<tr>
<td>Anticipated Approval by DeKalb City Council</td>
<td>4/23/2018</td>
<td>6:00 PM</td>
</tr>
</tbody>
</table>

E.4 SUBMISSION OF RESPONSE

The BID response must conform to the following criteria to be considered for award:

E.4.1 PROPOSAL SUBMISSION:

Bid proposal must be delivered in sealed packages, and permanently marked showing the following information on the outside of the package:

Vendor's Name and Address
BID Video Collection Units for Traffic Counts
MAR 19, 2018
SEALED BID

Include a printout of this entire BID with completed and signed Transmittal Letter.

The bid must be delivered to the following address. Any package delivered to any other location of the City, will not be honored as received:

City of DeKalb
Finance Department
Attn. Accounts Payable/Purchasing Agent
200 South Fourth Street
DeKalb, Illinois, 60115

All responses must be received at the City, on behalf of DSATS, on or before the Date of Bid Opening as indicated on the Bid/Proposal Cover Sheet. Vendors mailing their proposals must allow for sufficient time for delivery by the deadline. Bids received at the City of DeKalb later than the specified date and time will not be considered.

Proposals shall follow the outline presented in this section and are required to contain all components listed. The BID shall be awarded to the vendor with the lowest responsible and responsive sealed bid. In the event of identical low bids, the following criteria shall be used to determine bid award:

- Warranty coverage beyond stated minimum requirements.
• Reviews from prior customers.
• Quality of BID Presentation.
• Inclusion of additional hardware accessories and software processing options included in the BID proposal but not part of actual bid.

Proposals shall:
• have one-inch margins;
• have numbered pages;
• spell out all acronyms the first time that they are used;
• be clipped in the upper left corner, and not be bound or stapled;
• Staff requests an electronic copy of the BID be emailed to the DSATS/City Representative AFTER the bid opening, for record retention purposes.

E.5 INQUIRIES
The City has issued this BID on behalf of DSATS. Questions regarding this BID may be addressed by e-mail to the DSATS/City Representative brian.dickson@cityofdekalb.com and must be received on or before five (5) days prior to the Date of Bid Opening. Inquiries received after this date will be addressed only if they are deemed by the DSATS/City Representative to be critical to the competitive selection process.

E.6 CANCELLATION OF BID
The City, on behalf of DSATS, reserves the right to cancel this solicitation at any time prior to contract award, in which case all responses will be rejected.

E.7 ADDENDUM
In the event it becomes necessary to add to or revise any part of this BID prior to the bid opening, the DSATS will post any addenda on its bid posting webpage. Before submission, always check the site for any addenda or other materials that may have been issued. The web site address is: http://www.dsats.org/Bids.aspx?CatID=17.

E.8 AUDITS AND ACCOUNTING
The successful bidder shall allow representatives of the City and DSATS, the Illinois Department of Transportation, the Federal Highway Administration, the Federal Transit Administration, or the US Department of Transportation to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

E.9 SERVICE RATES
The prices agreed to in this document shall remain firm for the entire term of the contract.

E.10 INVOICING
Invoices shall clearly indicate the services provided, part descriptions and quantities, date of delivery, contract price etc. All Invoicing shall comply with requirements identified in Section 5.02 of this BID document.
E.11 PRICING STRUCTURE
The bidder must provide a description of the pricing structure that can be used throughout the term of the contract. If accepted, this pricing structure will be used to establish the auditable cost basis for all product and services pricing.

E.12 BIDDER REFERENCES
Each bidder is to supply five (5) references that currently utilize the VCU system offered within the BID.

E.12.1
Please include company name, address, contact name, e-mail address and telephone number.

E.12.2
Prior to award, bidders may be asked to provide an onsite demonstration of the offered system to the requesting agency at no cost to the City. This demonstration could be accomplished by taking agency personnel to see a system currently in operation nearby or it may mean setting up a system temporarily at the agency location, or other such location that satisfactorily demonstrates the products effectiveness.

E.12.3
Bidders must have been incorporated for at least five (5) years, and had a commercially available product meeting all specifications for at least three (3) years.

E.13 BID RESULTS
Bid results will not be given over the telephone. Bid results will be mailed to you if you include a self-addressed envelope with the correct amount of postage on it. Bid results may also be viewed on the DSATS web page at: http://www.dsats.org/1093/Project-History

E.14 STATEMENT OF WORK
This section describes the minimum technical and administrative requirements for the services to be provided by the vendor.

E.14.1 SPECIFICATIONS

E.14.1.1 EQUIPMENT:
All equipment offered by the bidder must be new and the latest production model; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

E.14.1.2 VIDEO COLLECTION UNIT

- **Capabilities:** The VCU shall, at a minimum, be able to record/perform the following types of traffic studies: intersection turning movement counts;
roundabout counts; pedestrian counts; bicycle counts; highway and arterial roadway counts.

- VCUs shall be self-contained & portable.
- VCUs shall be setup and deployed at a count location in 15 minutes or less.
- VCUs shall be able to mount to a signal or lighting pole.
- VCU packages shall include battery charger.
- VCUs shall have a recording minimum battery life of 72 hours.
- VCUs shall have a video display, with a minimum size of at least 3-inches by 2.25-inches, and a keyboard that allows programming and monitoring of unit.
- VCUs shall be deployable by one person.
- VCUs shall have an external or removable memory card for data storage.
- VCUs shall operate in temperatures ranging from 0 to 140 degrees Fahrenheit.
- VCUs shall operate effectively in winds up to 50 mph.
- Video resolution shall clearly distinguish between cars, trucks, buses, tractor-trailers, pedestrians, bicycles, and motorcycles.
- VCUs shall have the capability to be pre-scheduled for recordings, including time of day and hours of recording.
- Camera shall be wide angle, low light (0.03 lux)
- VCUs shall be able to maintain accurate performance in weather conditions that would include rain, freezing rain, snow, wind, dust and changes in temperature & light.
- VCUs shall include all communication and battery charging cables.
- Video shall record at a minimum rate 30 frames per second.
- Video shall be stored on 8 GB or greater removable memory card.
- Video shall be available for reviewing by removing the memory card from the unit and inserting it into a memory card reader connected to a PC.
- VCUs shall include all required firmware, software and hardware to use and program the unit as described herein.
- Bid response shall include list of all items that come with unit.

E.14.1.3 POLE MOUNTS
- VCU pole mounts shall telescope a minimum of 25 feet.
- Pole mounts shall include all equipment necessary to secure VCU to signal or lighting pole.

E.14.1.4 TRIPOD MOUNTS
- Tripod mounts shall telescope a minimum of 25 feet.
- Tripod mounts shall include all equipment necessary to install VCU in a forty (40) square foot area.

E.14.1.5 REMOTE TECHNICAL SUPPORT
- Remote technical support, on an as-needed basis, may include initial hardware/software setup and ongoing technical assistance. Days/hours available for remote technical support: Monday through Friday, 8AM through 5PM (central time).
F.14.1.6 MEASUREMENT ACCURACY
- Count reports shall be within five (5)-percent of truth in terms of aggregate data accuracy.

E.14.1.7 SOFTWARE OR WEB BASED SERVICES
- Desktop or web-based software shall, at a minimum, be capable of providing the following study types:
  - Intersection Turn Movement Counts;
  - Road and Highway Volume;
  - Roundabout Counts,
  - Pedestrian & Bicycle Junction Counts;
  - Bi-direction pedestrian and vehicle volumes on Paths;
  - Vehicle Gap Data
- Desktop or web-based software shall, at a minimum, be able to classify:
  - Cars;
  - Single-Unit Trucks;
  - Bicycles on Road;
  - Motorcycles;
  - Light-Goods Vehicles;
  - Articulated Trucks;
  - Buses;
  - Pedestrians at crosswalks; and
  - Bicycles at crosswalks.
- Data analysis shall have the ability to produce charts, graphs, and maps from within the software. Examples of reporting tools available from the software shall be included in the project bid.
- Raw data shall be available upon request.
- Web based software shall be unique to individual organization & password protected on a secure internet portal.
- Web based software shall be able to return results in number of formats including: PDF, Excel, CSV, shapefiles.
- Video collected from VCU hardware system shall be able to be stored and reviewed on web portal.
- Video stored on web portal shall be removed at any time, as requested by the individual organization, and may be saved on computer network, desktop or laptop of the individual organization.
- Videos stored on a web portal and any data analysis gathered from those videos are the exclusive property of the City/DSATS and Contractor. No data or video may be shared with any other party without the expressed written consent of the City.
- Software usage charges shall be converted into a per hour analysis charge for comparison purposes with the following qualifications:
  - Software shall be capable of analyzing up to at least 3,000 video hours per year.
  - Vendor shall indicate if hourly analysis charges may be fixed if DSATS commits to multiple years of data analysis (up to two additional years).
**E.14.1.8 Equipment Sales & Service**

- Bidder making an offer must be manufacture or a **factory authorized agent** to sell, service and repair the system being offered to include a complete line of repair and maintenance parts.
- Bidder service representation must respond to remote inquiries within two (2) hours during normal business hours (Monday through Friday, 8AM through 5PM Central Time) of request.

Unless otherwise noted, all services, materials, labor, knowledge, skill, expertise, or other resources required to lawfully complete the Project in accordance with all applicable regulations and these Contract Documents shall be provided exclusively by Contractor.
EXHIBIT B: Detailed Cost Sheet

Note: The total extended cost must be transferred to the Bid Sheet. Failure of the Bidder to complete the Detailed Cost Sheet OR transfer the extended total cost to the Bid Sheet may be cause for rejection of the bid submittal.

A.1 COST PROPOSAL

Vender hereby offers to provide maintenance, support and repair to the City, on behalf of DSATS, in accordance with all of the requirements of this bid at the following price for the entire contract term:

The unit prices and extensions indicated shall be government and/or educationally discounted prices.

Table 1. COST PROPOSAL SHEET

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>DELIVERED PRICES UNIT</th>
<th>TOTAL US DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>EA</td>
<td>VIDEO COLLECTION UNIT PER</td>
<td>$5,990.00/EA.</td>
<td>$29,950.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SPECIFICATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>EA</td>
<td>POLE MOUNT</td>
<td>$0.00/EA.</td>
<td>$0.00</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>TRIPOD MOUNT</td>
<td>$1,100.00/EA.</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>3,000</td>
<td>HR</td>
<td>VIDEO UPLOAD ANALYSIS (Year 1)^</td>
<td>$20.00/HR.</td>
<td>$60,000</td>
</tr>
<tr>
<td>5</td>
<td>EA</td>
<td>UNIT SHIPPING CHARGES</td>
<td>$102.00/EA.</td>
<td>$510.00</td>
</tr>
</tbody>
</table>

If some other method of assessing software costs other than per hour charges please describe here (use additional pages if required).

<table>
<thead>
<tr>
<th>8</th>
<th>HR</th>
<th>TECHNICAL SUPPORT/TRAINING</th>
<th>$0.00/HR.</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>TOTAL BID COST</td>
<td></td>
<td>$91,560.00</td>
</tr>
</tbody>
</table>

\^3,000 hours of Video Analysis is being used as basis to determine bid cost. However, video analysis services shall only be charged for the actual hours of video analyzed.

Table 2. OPTIONAL ADDITIONAL YEAR VIDEO PROCESSING SOFTWARE COST PROPOSAL SHEET\^2

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>DELIVERED PRICES UNIT</th>
<th>TOTAL US DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,000</td>
<td>HR</td>
<td>VIDEO UPLOAD ANALYSIS (Year 2)</td>
<td>$20.00/HR.</td>
<td>$60,000</td>
</tr>
<tr>
<td>3,000</td>
<td>HR</td>
<td>VIDEO UPLOAD ANALYSIS (Year 3)</td>
<td>$20.00/HR.</td>
<td>$60,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL 2(^{nd}) and 3(^{rd}) YEAR OPTIONS COST</td>
<td>$120,000</td>
<td></td>
</tr>
</tbody>
</table>

\^NOTE: The Video Processing costs of an option 2\(^{nd}\) and 3\(^{rd}\) year is not considered when awarding the Bid based on the lowest cost proposal. It is only used if DSATS chooses to renew data processing services beyond the first year. Video analysis services shall only be charged for actual hours of video analyzed. 3,000 Hrs. is only identified as the maximum number of hours.

BIDDER WILL SUPPLY 2 (TWO) COMPLETE SETS OF DETAILED MANUFACTURER'S SPECIFICATIONS AND PERFORMANCE LITERATURE FOR ALL COMPONENTS AND SYSTEMS OFFERED AND MUST BE SUPPLIED AS PART OF THE BID PACKAGE IN ORDER FOR THE BID TO BE CONSIDERED.

A.2 DELIVERY & INSTALLATION TIME:

Successful bidder hereby agrees to accomplish delivery and set up of any item awarded within 45 days after approval of the City Council.

A.3 BID PRICES:
name) may not be added on at any time. Any and all charges must be built into your bid price at the time of the bid.

Prior to award, the successful bidder shall be required to submit a Certificate of Insurance as proof of his general comprehensive liability insurance.

A.4 GENERAL CONDITIONS FOR BIDDING

A.4.1 NATURE OF AND ELIGIBILITY TO BID.
This bid invitation is submitted in accordance with Section 1, and rules promulgated thereunder, and constitute a firm and binding offer.

A.4.2 PRODUCT SAMPLES AND DEMONSTRATIONS.
When samples are required they must be submitted free of cost and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the City. Demonstration units shall not be offered to the City, on behalf of DSATS, as new equipment.

A.4.3 BID SUBMISSIONS.
Bids must be received at the City, on behalf of DSATS, before the date and time specified for the opening in the Bid/Proposal Cover Sheet. Bids must be submitted as described in this Bid document. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

A.4.4 SPECIFICATIONS.
Bidders must bid on items as specified. If any changes to the bid specifications are made, they will be reflected in an addendum posted on the DSATS website.

A.4.5 AWARD.
The award will be made to the responsible bidder submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid invitation. Unless otherwise noted, the award may be made by individual items.

A.4.5.1
When identical low bids are received the award will be made in accordance with the Administrative Rules.

A.4.5.2
Early-payment discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later.

A.4.5.3
Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.
A.4.6 PATENT INFRINGEMENT.
Any bidder who has reason to believe that any other bidder will violate a patent shall such responding bidder be awarded the contract shall set forth in writing, prior to the date and time of bid opening, the grounds for his belief and a detailed description of the patent.

A.4.7 ASSIGNMENT PROVISION.
The bidder hereby agrees to assign all causes of action that it may acquire under the antitrust laws of Illinois and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the City, on behalf of DSATS, under this contract.

A.4.8 FEDERAL FUNDS.
The DSATS staff shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following all applicable Federal Procurement Standards.

A.4.9 CITY'S OPTIONS:
The City, on behalf of DSATS, reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the City, on behalf of DSATS,, and to waive irregularities that it considers not material to the bid.

A.4.10 PUBLIC INFORMATION:
As this project uses Federal and State of Illinois grant funds, the bidder hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to the laws of the US Department of Transportation and the State of Illinois regarding public information.

A.4.11 PERSONAL LIABILITY:
Bidder agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the City and DSATS members shall incur no liability of any kind.

A.4.12 PROOF OF COMPLIANCE.
The Bidder may be required to supply proof of compliance with bid specifications. When requested, the Bidder must immediately supply the City with certified test results or certificates of compliance. Where none are available, the City, on behalf of DSATS, may require independent laboratory testing. All costs for such testing, certified test results, or certificate of compliance shall be the responsibility of the responding Bidder.

A.4.13 FORM OF CONTRACT.
The terms and conditions set forth in any additional Terms and Conditions by the City, on behalf of DSATS, are part of the bid and will apply to any contract awarded the bidder unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the bidder.
A.4.14 OFFER.
The undersigned hereby offers to sell to the City, on behalf of DSATS, the commodities or services indicated within the page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

A.4.15 DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. On and after the Effective Date, all data and any property which has been received from the City, on behalf of DSATS, or purchased with funds provided for that purpose under this Agreement, shall be the property of the City and DSATS, and shall be returned to the City, on behalf of DSATS, upon demand or upon termination of this Agreement for any reason.
EXHIBIT C: BID SHEET
Note: the Bidder must complete all portions of the Bid Sheet.

The undersigned, having examined the specifications and all conditions affecting the
specified project, offer to furnish all services, labor, and incidentals specified for the price
below.

The undersigned Bidder certifies that they are not barred from bidding on this contract as
a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating,
(720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department
of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the City, on behalf of DSATS, reserves the right to reject any and all
bids and to waive any irregularities and that the prices contained herein will remain valid
for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the
specifications for the following:

Bidding Company Name: Micovision Technologies Incorporated
Total, Not-To-Exceed Price: $91,560.00

<table>
<thead>
<tr>
<th></th>
<th>243650103</th>
</tr>
</thead>
<tbody>
<tr>
<td>DUNS Number for contractor and any subcontractor(s)</td>
<td>243650103</td>
</tr>
<tr>
<td>Contractor and all subcontractors registered in SAM.GOV? (<a href="http://www.sam.gov">http://www.sam.gov</a>)</td>
<td>□ YES ovar NO</td>
</tr>
<tr>
<td>Proof of SAM.GOV registration included in bid packet?</td>
<td>□ YES ovar NO</td>
</tr>
</tbody>
</table>

✓ Our firm has not altered any of the written text within this document. Only those
areas requiring input by the respondent have been changed or completed.

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of
this contract, the City must be advised of the subcontractor's company name, address,
telephone and fax numbers, and a contact person's name at the time of bid submittal.

<table>
<thead>
<tr>
<th></th>
<th>243650103</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will you be utilizing a subcontractor?</td>
<td>□ YES ovar NO</td>
</tr>
<tr>
<td>If yes, have you included all required information with your bid submittal?</td>
<td>□ YES ovar NO</td>
</tr>
</tbody>
</table>

INDEMNIFICATION: The Bidder hereby agrees to protect, defend, indemnify, and save
harmless the City, on behalf of DSATS, against loss, damage, or expense from any suit,
claim, demand, judgment, cause of action, or shortage initiated by any person
whatevsoever, arising or alleged to have arisen out of work described herein, except that in
no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the intentional misconduct of the City, on behalf of DSATS. The Bidder agrees to indemnify, defend, insure and hold harmless the City, on behalf of DSATS, in compliance with the most stringent language in this bid package.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Company submitting this bid complies with the Bidder Certifications included in the Form of Agreement attached as Exhibit D.

**TOTAL PRICE:** The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the City, on behalf of DSATS, for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services and conditions, necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

---

**Bidder's Firm Name**

Miovision Technologies Incorporated

**Street Address**

137 Glasgow Street, Suite 110

**City**

Kitchener

**State Prov.**

ON

**Zip Code**

N2G 4X8

**Phone Number**

519-513-2407 ext. 234

**Fax Number**

866-413-2928

**Date**

April 17, 2018

**Signed Name and Title**

MOBY Account Executive

**Print Name and Title**

Paul O'Shea Account Executive

**E-mail Address**

poushea@miovision.com
Customer: DeKalb-Sycamore Area Transportation Study
Payment Term: Net 30
Shipping Term: FOB Shipping Point

Bill To
DeKalb-Sycamore Area Transportation Study
223 South 4th Street
DeKalb, Illinois 60115
United States

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scout + Connect Bundle</td>
<td>5</td>
<td>$5,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Scout Video Control Unit</td>
<td>5</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Scout Polemount</td>
<td>5</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Scout Charger Cord (NA)</td>
<td>5</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Scout Connect (US)</td>
<td>5</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Scout Standard Warranty (1 year)</td>
<td>5</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Scout Extended Warranty (2nd year)</td>
<td>5</td>
<td>$395.00</td>
<td>$1,975.00</td>
</tr>
<tr>
<td>Scout Connect Extended Warranty (2nd year)</td>
<td>5</td>
<td>$100.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Scout Connect Extended Warranty (3rd year)</td>
<td>5</td>
<td>$100.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Scout Extended Warranty (3rd year)</td>
<td>5</td>
<td>$395.00</td>
<td>$1,975.00</td>
</tr>
<tr>
<td>Scout Tripod (Extended warranty for the Scout VCU will also cover the Scout Tripod for year 2 and 3)</td>
<td>1</td>
<td>$1,100.00</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>UPS - UPS Standard</td>
<td>1</td>
<td>$510.00</td>
<td>$510.00</td>
</tr>
</tbody>
</table>

Subtotal (Net): USD 31,560.00
Tax Total: USD 0.00
Total: USD 31,560.00

The Customer hereby agrees to order the products outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions outlined at [http://miovision.com/terms-and-conditions](http://miovision.com/terms-and-conditions)

4/23/2018  Tim Holdeman  Signature:

Page 1 of 2
<table>
<thead>
<tr>
<th></th>
<th>Standard Vehicle Classification</th>
<th>Premium Vehicle Classification</th>
<th>Add Crosswalk Pedestrian and Bicycle Data</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Intersection Count</strong></td>
<td>$20.00 / hr</td>
<td>$25.00 / hr</td>
<td>$2.00 / hr</td>
</tr>
<tr>
<td><strong>24hr Intersection Count</strong></td>
<td>$400.00 / study or $16.67 / hr</td>
<td>$432.00 / study or $18.00 / hr</td>
<td></td>
</tr>
<tr>
<td><strong>Small Roundabout Count</strong></td>
<td>$36.00 / hr</td>
<td>$20.00 / hr</td>
<td></td>
</tr>
<tr>
<td><strong>Large Roundabout Count</strong></td>
<td>$78.00 / hr</td>
<td>$79.00 / hr</td>
<td></td>
</tr>
<tr>
<td><strong>Road Volume Count</strong></td>
<td>$2.00 / lane / hr</td>
<td>$3.00 / lane / hr</td>
<td></td>
</tr>
</tbody>
</table>

**Specialty Data Types:**

- **Travel Time:**
  - Per Location Travel Time: $15.00 / hr / location
  - 24hr Travel Time: $300.00 / location or $12.50 / hr / location
- **Pedestrian and Bicycle Count:**
  - Bi-Directional Pathway Count: $6.00 / path / hr
  - Pedestrian and Bicycle Count: Junction Turning Movement Count: $16.00 / hr
  - Vehicle Gap Data: $20.00 / lane / hr

**Other Options:**

- Right-Turn-On-Red (per approach): $1.25 / hr
- Standard 72 Hour Turnaround: Included
- Rush 48 Hour Turnaround: $3.00 / hr
- Rush 24 Hour Turnaround: $6.00 / hr
- Custom Classifications: Please Inquire
- Custom Report Formats: Please Inquire

**Description of Classifications:**

- **Standard Vehicle:**
  - Volume only (no classifications)
  - Motorcycles / Other Vehicles
  - Motorcycles / Lights / Other Vehicles
  - Light / Other Vehicles
  - Lights / Mediums / Articulated Trucks
  - Lights / Buses / Other Vehicles

- **Premium Classification:**
  - Lights / Buses / Single-Unit Trucks / Articulated
  - Motorcycles / Cars / Light Goods Vehicles / Buses
  - Single-Unit Trucks / Articulated Trucks
  - Add Bicycles on Road

- **Ped and Bike Classification:**
  - Volume Only (no classification)
  - Pedestrians / Bicycles
  - Pedestrians Only
  - Bicycles Only

**Customer Information:**

- **Customer Name:** City of DeKalb
- **Address:** DeKalb, IL 60115
- **City, State/Prov:** DeKalb, IL
- **Contact Name:** Brian Dickson
- **Signature:**
- **Date:** 4/23/18

**Terms:**

All Miovision Platform Usage is due 30 days from the date of invoice. All Pay-As-You-Go and Term-Go usage is invoiced at the end of each month.

The Customer hereby agrees to the prices indicated above, and acknowledges it has read, understands, and agrees to be bound by the terms and conditions outlined at http://www.miovision.com/termsandconditions. Once signed by Miovision Technologies Incorporated and the Customer, this agreement is confirmed accepted and effective from the date indicated above and valid for one year.

**Additional Terms:**

Miovision Technologies, Inc. | 137 Glasgow St. Kitchener, ON, Canada | 519-513-2407 | (Toll-free) 877-646-8476 | miovision.com
EXHIBIT F: PROJECT CHECKLIST

This checklist will be used by city staff when reviewing each bid for completeness. It is provided here to assist bidders to ensure they have addressed all required items in bid. An “X” designates the item is not required. An “n/a” designates the item is not applicable to this bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attended Pre-Bid Meeting</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Timely Submitted Bid</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Bid Sealed and Properly Labeled</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>All Pages Submitted</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Bid Bond Required?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Bid Bond Submitted</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Date of Bid Opening: 3/19/18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Bid Award: 4/23/18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Selected Bidder: Micvision</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Bidder Notification: 3/22/18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Selected Bidder Acknowledged Bid Award (Date: 3/23/18)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractors identified and authorized</td>
<td>NONE</td>
<td></td>
</tr>
<tr>
<td>Contract Signature:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidder Provided Signed Contract within 5 days</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Pre-Performance Items:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance Security Required?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Performance Security Provided (prior to start of work)</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Certificates of Insurance Provided (prior to start of work)</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Pre-Performance/Pre-Delivery Meeting Conducted</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Pre-Payment Items:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lien Waivers Received</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Prevailing Wage Records Received</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>City Punchlist Approval Received</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Warranty Required?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Warranty Received</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
Warranty/Retention/Maintenance Bond Instructions:

F.1 WARRANTIES

F.1.1 WARRANTY REQUIREMENTS
- The Vendor warrants that all equipment to be delivered under the terms of this contract will be in good working order and will conform to the original equipment manufacturer's warranty.
- The Vendor shall warrant that all services to be provided under the Contract will be provided by a certified factory authorized agent expediently and in a professional manner in accordance with BID; and that Services will comply with performance standards.
- The Vendor shall warrant that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- The Vendor shall agree to maintain, support and repair the Traffic Studies Video Collection Units and the associated software during the Warranty Period, at no additional cost to the City, in accordance with the specifications and terms and requirements of the Contract.

F.1.2 WARRANTY PERIOD
The successful bidder shall be required to provide a USA warranty on all of the awarded equipment for a period of not less than three (3) years including on-site support.
EXHIBIT G: SUBCONTRACTOR LISTING

Any subcontractors that are proposed to be utilized in the performance of this Agreement, either as subcontractors or materialmen, shall be expressly identified below. Attach additional pages if necessary.

#1:
Subcontractor or Materialman Name:
Address:
Telephone Number:
Email Address:
Primary Contact Person:
Primary Contact Cellular Telephone:
DUNS Number:
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:

#2:
Subcontractor or Materialman Name:
Address:
Telephone Number:
Email Address:
Primary Contact Person:
Primary Contact Cellular Telephone:
DUNS Number:
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:
EXHIBIT H: CITY PUNCHLIST AND ACCEPTANCE NOTICE
Prior to final payment for project, this document shall be completed to identify: 1) any Punchlist or corrective items identified that must be completed prior to final payment; and, 2) completion of all such items and approval, by the DSATS/City Representative, of this project for final payment.

Punchlist items for correction:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Date Corrected and Approved by DSATS/City Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

Date of Punchlist Item Completion and Project Completion: ________________

(Note: the following day shall serve as the first day of the warranty period for this project).

DSATS/City Representative Certification:

I, ____________________ (DSATS/City Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified Punchlist items have been satisfied and corrected to my satisfaction, and that this project is otherwise ready for final payout.

_________________________  ____________
Signature                  Date

Contractor Certification:
I, Paul O'Shea (Contractor's Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified Punchlist items have been satisfied and corrected to the City's satisfaction, and that this project is otherwise ready for final payout.

Signature

March 9th, 2018

Date
Scout system package contents

- Scout Control Unit (1x):
  - Lock with Key (2x)
  - Mivision Ultra SD Card (1x)
  - USB SD Card Reader (1x)
  - Universal Charger & Regional Power Cord (1x)
- Power Pack (Additional 96 hours of recording time) (1x)
- Scout Connect (1x)
- Scout Pole Mount (1x)
- Accessory Case (1x)
- Scout Camera (1x)
- Ratchet Straps (2x)
- TR30 Screw Driver (1x)
- Lock with Key (2x)

Mivision Scout hardware

<table>
<thead>
<tr>
<th>Weight</th>
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</thead>
<tbody>
<tr>
<td>Control Unit</td>
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<tr>
<td>Pole Mount</td>
</tr>
<tr>
<td>Power Pack</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Battery and Power</th>
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<tbody>
<tr>
<td>Built-in battery</td>
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<tr>
<td>Battery life</td>
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<tr>
<td>Battery lifespan</td>
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<tr>
<td>Stand-by</td>
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<tr>
<td>Recharge time</td>
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<tr>
<td>Temperature impact on battery capacity</td>
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<tr>
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<td></td>
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<tr>
<td>Battery lifespan</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Memory storage</th>
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</thead>
<tbody>
<tr>
<td>Mivision Ultra SD Card</td>
</tr>
<tr>
<td>Proprietary, Industrial-rated memory card</td>
</tr>
<tr>
<td>Designed for use in Cactus Desert conditions</td>
</tr>
<tr>
<td>100°F (40°C) to 185°F (85°C)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Camera</th>
</tr>
</thead>
<tbody>
<tr>
<td>Range</td>
</tr>
<tr>
<td>TV lines</td>
</tr>
<tr>
<td>Noise reduction</td>
</tr>
<tr>
<td>Stabilization</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Connect</th>
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<tbody>
<tr>
<td>Dimensions</td>
</tr>
<tr>
<td>Operating Temp</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Electrical Specifications (VIN input voltage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wireless</td>
</tr>
<tr>
<td></td>
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</tbody>
</table>

Warranty

1. One (1) Year Limited Warranty: From the date of delivery, the Hardware shall be free from defects in materials and workmanship, and function substantially in accordance with applicable documentation. At the date of purchase of the Hardware, the Customer may purchase an extended warranty for an additional 365 days.

2. The battery provided with the Scout Hardware is not included in or covered by any warranty of Mivision.

3. If Mivision replaces any piece of Hardware during the term of a warranty period, the warranty on such replacement piece of Hardware shall expire at the end of the applicable warranty period for the original piece of Hardware. Mivision may use refurbished portions of Hardware in replacement, provided such parts are of equal value.

Mivision offers free support for Scout hardware during the life of the product. For more information, visit help.mivision.com, email us at support@mivision.com, or call us NA Toll-free at 1-855-360-7732

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SCOUT TRIPOD ACCESSORY

Technical Specifications

- Weight: 30 lbs (12kg)
- Box Dimensions: 51.57" x 9.84" x 10.24" (131 x 25 x 26 cm)
- Stance: 6.5 ft (2m)
- Collapsed Height: 4 ft (1.2m)
- Security Weights: 40 lbs (18.1 kg) x 3
- Maximum Wind Load: 50 mph (80.5 km/h)
- Maximum Grade of Hill: 40% (approximately 21°)

Safety Instructions

- Make sure that the Scout Polemount is secured tightly to the centre column.
- Leave the bottom extension of the Scout Polemount unlatched when the Tripod is on uneven ground or surfaces.
- Make sure that the Tripod is stable before attaching the Scout.
- Make sure that the weights are locked on to the legs.
- **Do not** set up the Tripod on unstable surfaces such as rocks or loose soil.
- **Do not** move the Tripod while the Scout is attached and extended.
- **Do not** set up the Tripod with the Scout Polemount extended over the road or walkways.

Taking Down the Tripod

Detach the Scout from the Tripod by first fully retracting the Scout mast. Remove the ratchet straps while holding the bracket and Tripod column in place. If the bottom Polemount mast was unlocked, lock it during take-down.

Unlock the weights and carefully lift them off of each leg.

Unlock the column locks and collapse the legs by pushing them in toward the centre column.

Re-attach the Velero strap around the Tripod legs for secure transporting.
Miovision Scout

Smart cities start with data you can trust

- **Fully connected**
  Remotely monitor and change studies, and get notifications if something needs attention.

- **Multipurpose**
  Whether you're counting vehicles, bikes or people, if Scout can see it, Scout can count it.

- **Portable & durable**
  Quickly respond to customer requests, and make quick work of your time in the field.

- **Weatherproof**
  From Alaska to Dubai, Scout has been deployed in some of the world's most extreme climates.

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Color display</td>
<td>5.5&quot;</td>
</tr>
<tr>
<td>Storage</td>
<td>64 GB</td>
</tr>
<tr>
<td>Video</td>
<td>355 hrs</td>
</tr>
<tr>
<td>Battery life</td>
<td>72 hrs</td>
</tr>
</tbody>
</table>
Now you can perform multiple traffic studies simultaneously

If you can see it, we can count it using the world's most advanced traffic AI.

Miovision Scout is better with DataLink

Miovision DataLink is an easy-to-use online tool that connects traffic engineers and planners with local data collectors. It makes requesting and using traffic data simple by helping teams collaborate, track progress, and securely warehouse their data.

"Miovision is changing the game for transportation planners. Good planning requires good data to help us make smart decisions."

—Robert Wertman,
Transportation Planning Supervisor
Madison County (Ind.) Council of Governments

For more information and to view webinars about Miovision Scout, visit us online at miovision.com
Scout Connect

Make your Scout smarter with LTE and WiFi connectivity

- Worry-free data collection
  Have complete peace of mind with regular status updates and alerts when equipment is in the field.

- Travel Time reporting
  Detect the presence of passing connected devices such as mobile phones for Travel Time studies.

- Simpler project planning
  Plan, monitor, and execute projects in one place by linking Scout units in the field to Miovision DataLink.

- No more wasted field visits
  Remotely respond to events and change study requirements from any web browser.

| LTE connectivity | WiFi MAC address capture | 60 min heartbeat updates | Zero data fees* |
Better efficiency when you're in the field, peace of mind when you're not

Remotely manage your equipment, collect new data types, and reduce time spent in the field.

Remote control & monitoring

**Auto-locate Scout**
Locate Scout, sync the clock, and link active Scout units to data requests planned in Miovision DataLink.

**Send changes to the field**
Add, update, or delete recording schedules for active and upcoming studies.

Field updates & alerts

**Receive a heartbeat**
Get updates from the field about battery life and SD card every 60 minutes.

**Get alerts from the field**
Get alerts about low battery, limited space on your SD card, or if GPS can't be found.

Scout Connect enables new data types

**Create Travel Time reports**
Use MAC address data to generate Travel Time reports between two or more Scout units.

**Capture MAC addresses**
Capture MAC addresses and timestamps from passing devices.

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APPENDIX C

Miovision Customer References:

Illinois Department of Transportation
William Morgan, PMP - william.morgan@illinois.gov  217-782-0378
Planning & Systems Section Chief, OP&P – Bureau of Programming
2300 South Dirksen Parkway
Springfield, IL 62764

Indiana Department of Transportation
Gregory Katter, PE – GKatter@indot.in.gov  (317) 232-6779
100 N Senate Ave, Room N955
Indianapolis, IN 46204

Madison County Council of Governments
Robert Wertman, AICP, PTP - robert@heartlandmco.org  765-641-9695
16 E. 9th Street, Room 100
Anderson, IN 46016

City of Ottawa
Byron Hemlow - byron.hemlow@ottawa.ca  613-580-2424 x13300
Senior Specialist, Traffic Assessment
110 Laurier Ave West
Ottawa, ON K1P 1J1

City of Minneapolis
Jesse Sonju - Jesse.Sonju@minneapolismn.gov  612-673-5413
Traffic Engineering Applications Analyst
300 Border Av N
Minneapolis, MN 55405
### Miovision Scout Hardware

<table>
<thead>
<tr>
<th>Weight</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Control Unit</td>
<td>24 lb (10.89 kg)</td>
</tr>
<tr>
<td>Pole Mount</td>
<td>18 lb (8.16 kg)</td>
</tr>
<tr>
<td>Power Pack</td>
<td>40.4 lb (18.37 kg)</td>
</tr>
</tbody>
</table>

**Battery and Power**

- Built-in battery: 12 V, 28 Ah sealed lead acid battery
- Battery life: 72 hours (3 days)
- Battery life (with Power Pack): 72 hours + 96 hours (7 days)
- Stand-by: 2 months
- Recharge time: 5-6 hours (typical)
- Temperature impact on battery capacity:
  - 104°F (40°C) to 100% rated capacity
  - 77°F (25°C) to 100% rated capacity
  - 32°F (0°C) to 55% rated capacity
  - 5°F (-15°C) to 65% rated capacity
- Battery lifespan: Up to 60% capacity after 500 full charge and discharge cycles
- Power adapter: 50/60 Hz, 100VAC-240VAC; European power cord available

**Scout Display**

- Dimensions: 4.5" x 3.75" (114.3 mm x 94.7 mm)
- Screen type: Backlit LCD

**Video Recording**

- Video format: H.264 codec, .mp4 file format
- Video file size: 384 kbps (~180 MB/hour of video)
- Resolution: 720 x 480
- Frame rate: 30 fps

**Electrical and Operating Requirements**

- Operating ambient temperature: -40°F (-40°C) to 140°F (60°C)
- Maximum wind load: 55 mph (25 m/s)
- Relative humidity: 5% to 95% non-condensing
- Line voltage: 100-240 VAC ± 1.5A (MAX)

**Memory Storage**

- Miovision Ultra SD Card
- Proprietary, industrial-rated memory card dedicated for use with Miovision
- Ultra SD expected life: Two (2) years, approximately 50,000 write/erase cycles
- Ultra SD temperature range: -40°F (-40°C) to +185°F (85°C)
- Memory type: Industrial rated, Ultra MLC (proprietary)
- Control unit memory storage: Each slot supports up to a 32GB SD/SDHC card (7 days of video)

**Camera**

- Range: Super Wide Dynamic 120° horizontal view
- Television lines: 960TVL (max), 880TVL (typical)
- Noise reduction: 20/30NRI
- Stabilization: Digital image stabilizer

**Connect**

- Dimensions: 18.36 x 9.21 (with USB) x 3.15 (cm)
- Operating Temp: -40 to +85 Degrees Celsius
- Electrical Specifications (VBUS supply voltage): 5 (V)
- Wireless: 2.4GHz single band Wi-Fi, LTE multiband Cellular, GPS with Assist Now A-GPS support

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- **5.5” color display**
- **64 GB storage**
- **355 hrs of video**
- **72 hrs of battery life**

---

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