

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
  - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
  - Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$3,000,000 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Acusensus Inc.
Address	9802 W Bell Rd, Suite 1356
City/State/Zip	Sun City, Arizona, 85372
Telephone No.	623 377 6543
Fax No.	---
Email address	tony@acusensus.com
Printed name	Anthony W. Parrino
Position with company	Vice President of Operations
Authorized signature	



# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of May 3, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Acusensus Inc. (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 3, 2021, referenced as Contract Number 05-55, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Real Time Digital Road Safety Spotter and Evidence Capture Technology;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total**

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%


- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
Title: Director, Business Development  
Address: PO Box 701273  
Houston, TX 77270  
Signature:   
Date: May 3, 2021

**Vendor:**

Acusensus Inc.  
Name: Anthony W. Parrino  
Title: Vice President of Operations  
Address: 9802 W Bell Rd, Suite 1356  
Sun City, Arizona, 85372  
Signature:   
Date: 24 March 2021

# Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

◆ **Minority** **and Women**

**Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - **Minority / Women Business Enterprise**
    - Respondent Certifies that this firm is a M/WBE
  - **Historically Underutilized Business**
    - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of **Sun City**, State of **Arizona**

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
  - A publically held corporation; therefore, this reporting requirement is not applicable.
  - Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
  - Manufacturer Direct
  - Certified education/government reseller
  - Authorized Distributor
  - Manufacturer marketing through reseller
  - Value-added reseller
  - Other:

◆ **Processing Information**

- Provide company contact information for the following:
  - **Sales Reports / Accounts Payable**
    - Contact Person: **Mark Etzbach**
    - Title: **Vice President of Sales North America**
    - Company: **Acusensus Inc.**
    - Address: **5 Flowerdale**
    - City: **Ladera Ranch** State: **California** Zip: **92694**
    - Phone: **(949) 842-3609** Email: **mark@acusensus.com**

- Purchase Orders

Contact Person: Tony Parrino  
 Title: Vice President of Operations  
 Company: Acusensus Inc.  
 Address: 9802 W Bell Rd. Suite1356  
 City: Sun City State: Arizona Zip: 85351  
 Phone: (623) 377-6543 Email: tony@acusensus.com

- Sales and Marketing

Contact Person: Mark Etzbach  
 Title: Vice President of Sales North America  
 Company: Acusensus Inc.  
 Address: 5 Flowerdale  
 City: Ladera Ranch State: California Zip: 92694  
 Phone: (949) 842-3609 Email: mark@acusensus.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 

Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 

Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 

Yes       No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
N/A			

## TAB 4 - Vendor Profile



acusensus





### Company's official registered name.

Acusensus Inc.

### Brief history of your company, including the year it was established.

We are an Australian startup success story, having developed the technology that has enabled the NSW Government's to introduce the world's first mobile phone enforcement program.

Acusensus personnel have a wealth of experience in delivering road safety programs as many of our staff have previously worked with global road safety camera provider Redflex Traffic Systems. Our Managing Director and Founder Alexander Jannink was the Head of Research and Development for Redflex, our Head of Operations Andrew Matthews was Head of Delivery and Operations for Redflex, and our Chief Technology Officer Chris Kells was an Engineering Lead there. These key staff will be involved in delivering this project, and our United States team is led by key industry executives with history in the road safety space dating back to 2001. Our global team has additional highly qualified R&D and Operations team members, who hold a mix of Bachelor, Masters and PhD level degrees in engineering, physics and computer science.

### Acusensus was founded in early 2018 and has since delivered the following:

- The world first illegal mobile phone use enforcement camera program, deployed in New South Wales, Australia. Our patent pending technology includes a revolutionary windshield penetrating imaging system and high-performance artificial intelligence to detect illegal mobile phone use
- The first introduction of high performance 4D radar based mobile speed enforcement camera trailers and fixed installations to improve the safety of the East Coast Road in India
- The first introduction of a multi-functional enforcement tool to simultaneously enforce illegal mobile phone use, speeding, and unregistered vehicles, first demonstrated in partnership with Tasmania Police, Australia
- Independent expert reporting and advice into the accuracy of installed radar based speed enforcement cameras in Australia
- The first real-time officer safety and intercept tool that automatically alerts officers with photos and data of approaching vehicles violating speed, distraction, seatbelt or vehicles of interest
- The first piloting of seatbelt camera enforcement technology in Australia.

### Our Managing Director, Head of Operations and Chief Technology Officer, have in previous roles designed, delivered and supported the following:

- the New South Wales Mobile Speed Camera program from its inception in 2010
- Red light and speed systems Australia wide
- border monitoring systems for livestock on the NSW/QLD border
- exhaust emissions systems monitoring excessive smoke and engine brake noise
- 'Dual-Radar' speed enforcement systems using tripod, mobile and fixed deployments in Australia, USA, NZ, Hong Kong, Singapore, Vietnam, Myanmar, United Arab Emirates, Saudi Arabia, Canada, Belgium, UK, Ireland, Mexico and Malaysia
- 'Mapping Radar' redlight, speed and point to point speed fixed enforcement



- systems in Australia, USA, Malaysia, Jamaica, Saudi Arabia and Fiji
- 'Over the lane' tunnel radar speed systems in Australia and New Zealand
- Point to point speed and bus lane enforcement in Australia and the United Arab Emirates

### Company's Dun & Bradstreet (D&B) number.

Acusensus Inc. currently does not have a Dun & Bradstreet number. The company does not anticipate doing business with the Federal government. Our target markets include State and Local government agencies. If Acusensus Inc. requires a Dun & Bradstreet number at any point, the company will request a number and provide that to NCPA.

### Company's organizational chart of those individuals that would be involved in the contract.



### Corporate office location.

Acusensus can provide the Heads-Up Real Time solution to all 50 states. Acusensus is comprised of dedicated resources that have delivered products and services to the US market in the camera enforcement industry for 20 years. Acusensus has centralized customer service, maintenance and support infrastructure based in Arizona. Each End User will have a dedicated and regionally based client services manager as the initial point of contact for service related issues.

### Key Contacts

#### Sales

Mark Etzbach  
 VP of Sales North America  
 E: [mark@acusensus.com](mailto:mark@acusensus.com)  
 M: (949) 842 - 3609

#### Operations

Tony Parrino  
 VP of Operations North America  
 E: [tony@acusensus.com](mailto:tony@acusensus.com)  
 M: (623) 377 - 6543

## Define your standard terms of payment.

Our standard terms of payment are net 30 days.

## Who is your competition in the marketplace?

Acusensus Inc. is currently the only vendor that markets the real time detection and transmission of digital evidence for use in traffic enforcement. There are a number of companies that provide camera based enforcement solutions, however these companies support automated enforcement programs and not real time enforcement programs. The USA based companies include but aren't limited to Verra Mobility, Redflex, Conduent, Sensys Gatso, Redspeed, Lasercraft and Jenoptik. Acusensus Inc. is currently the only vendor globally with an operational program for distracted driving enforcement with the state of New South Wales, Australia, and the only vendor with the concurrent ability to detect distracted driving, seat belt use, speeding and vehicles of interest and transmit digital evidence to law enforcement in real time to initiate a traditional traffic stop.

## What differentiates your company from competitors?

Acusensus has proven human and technological capability to deliver a cutting edge solution that meets the mandatory and desirable requirements of this trial. Our capability combined with our cultural ethos as an organization to drive positive social impact position us strongly to deliver a successful trial in partnership with Main Roads Western Australia.

Some of our key strengths are highlighted below:

### Technology and Hardware

The Acusensus 'Heads-Up' solution has been proven through its deployment in NSW, VIC and QLD to reliably take high quality photographs through vehicle windshields day or night, in all weather conditions, without motion blur and to automatically analyze those images with AI. Designed and developed to be deployed in a range of scenarios, the solution is scalable for multi-lane use and can provide multiple enforcement options.

### Enforcement Pedigree

The solution has been designed from the ground up to protect privacy and ensure data security. Acusensus solutions operate with a secure network architecture that heavily restricts and traces all access. Evidence captured by the Acusensus solutions are envelope encrypted such that only end clients can decrypt and view the data – Acusensus itself cannot open its own incident files except when clients provide the keys. Data presented to human review is anonymized and Acusensus automatically blurs parts of images not related



to the relevant traffic offence.

### **Customer-centric Approach**

Acusensus is committed to providing tailored solutions that allow customers to achieve their public policy or business objectives. Working with the customer at all stages of development and within their existing frameworks and partners ensures the delivery of an effective and efficient program at scale.

### **Human Capital**

Acusensus is made up of results-driven and dedicated personnel with a strong focus on improving safety through the delivery of each solution designed. There is a combined 140+ years of experience in delivering enforcement camera solutions within the Acusensus team and a strong track-record of designing and delivering innovative solutions and camera programs globally.

### **Relevant Previous Experience**

The personnel in the company have extensive experience delivering enforcement camera services for Australia and numerous other countries in the world, including the United States. Many of these solutions were either regional or world firsts from both technological and program perspectives. Our personnel introduced the first multi-vehicle lane discriminating radar speed system in the world, the first stereoscopic secondary speed system and many other innovations that have been delivered globally.

Acusensus' US based employees have an average of (16) years experience delivering similar programs with technically dissimilar technology to municipalities across North America. This unique local experience coupled with the innovative capabilities developed internationally position Acusensus as a leader in its field, with the ability to provide unique and tailored solutions.

### **Describe how your company will market this contract if awarded.**

Acusensus personnel have a demonstrated history in pro-actively marketing cooperative purchasing contracts in the camera enforcement and road safety space. In addition to promoting the NCPA contract, Acusensus personnel are also familiar with the process of adding new users to cooperative purchasing programs, and successfully converting non-member end users into active members.

In the event that Acusensus is awarded a contract, Acusensus recognizes the benefit of the NCPA contract and will proactively promote and market our contract and membership. NCPA logos and references will be added to all marketing collateral and end user facing communications including, but not limited to the Acusensus website, presentations, brochures, press releases, trade show booths, email signature lines, or any other correspondence intended for distribution to an end user where appropriate.

### **Describe how you intend to introduce NCPA to your company.**

Acusensus has a team of business development professionals dedicated to the promotion and sale of the 'Heads-Up' Real Time solution. Acusensus employs all traditional prospecting methods, including but not limited to cold calling (email, phone, in person), attending all manner of relevant national trade shows and regional meetings, while also leveraging existing customer relationships for referrals.



New business development resources will be trained on the NCPA program and existing resources will be provided with an overview course on the process and the new contract.

### Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

The current product and service offerings of Acusensus are not available for on-line ordering due to the nature and complexity of the relationship with a governmental entity and the unique requirements of each individual agency. Each agency will establish a unique set of business rules defining the operation of their program, outlining program requirements such as chain of custody and evidence management protocols, solution training, deployment objectives, data objectives, and a host of others. However, once Acusensus is able to secure business in the US market, the company will explore the possibility of enhancing our on-line catalog to include ordering through the company website.

### Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Acusensus utilized proprietary technology designed, developed and supported in-house with Acusensus employees domestically within the contiguous US.

The 'Heads-Up' solution is comprised of industrial rated components that have a long life cycle and as a result should provide years of maintenance free service provided the systems are properly maintained and operated within specified parameters.

In the event a 'Heads-Up' solution requires servicing this will be performed in one of the following locations:

Regionally - An Acusensus regional field technician will be assigned to a contract and be the primary repair resource to ensure the system is maintained and repaired in accordance with manufacturer established procedures. The regional repair technician is fully capable of performing component level repairs of the system and has a fully stocked maintenance stock kit for critical items to ensure system are kept online and operational in order to meet contractual up-time obligations for system performance. Acusensus also establishes local repair relationships with regional repair facilities for transportable systems that may require additional repairs generally classified as "vehicle repairs". These local business relationships will ensure your systems are serviced in the local area with local businesses.

National service center - In the event a system is required to be sent out for depot level repair (things that can't be or are not efficiently repaired in the field), they will be repaired in the Phoenix Metropolitan area in Arizona.

Our standard maintenance practice is to have ready spares available for immediate replacement, in order to return the system to full operational status, as opposed to waiting for a system to be shipped, repaired and returned. This effectively takes the repair facility location out of the equation as it relates to timely repairs of the system.



## Green Initiatives

We have fostered a strong environmental sustainability culture and ethos. We are committed to maximizing the use of our resources including through the use of recyclables while minimizing our carbon footprint as an organization.

One of the major green advantages of a real time enforcement program versus an automated enforcement program is that our solution does not require evidence or citations to be printed and mailed to a potential violator. Digital evidence is presented to the potential violator at the time of the violation via an electronic device and the violators are written traditional traffic citations.

The elimination of the printed and mailed automated enforcement citation removes a significant amount of printed paper goods. The typical automated enforcement ticket could result in the printing and delivery of dozen and dozens of pages. This includes the envelope, citation, instructions, nomination form, affidavits, statement of technology, totaling on average up to 4 physical pages printed front and back for a single citations.

If the citation results in a nomination, the entire package would be reprinted to the new nominated violator, and generally there could be up to 2 or 3 nominations for a single incident. If the citation goes unanswered, generally two additional notices would be sent to the violator requesting action. If no action is taken, then the violator would be sent to collections, resulting in a final collections notice from the automated enforcement company. The collections firm would send a series of notices requesting action on the incident as well.

If a violation went to court or to an adjudication process, then an entire evidence package with statements of technology, custodian of records, unedited photos, and citation would be printed and mailed to the agency, sometimes containing up to 10 pages. Finally, depending on the chain of custody and evidence retention guidelines of an agency, evidence in some agencies would require up to 10 years of storage for evidence retention. Eliminating printed notices eliminates the cascading affects of paper waste, plus carbon emissions from evidence delivery and evidence storage.

The transportable 'Heads-Up' solution incorporates solar and battery power, in addition to diesel generator power. The addition of these green energy sources benefits both the reduction in carbon footprint of the transportable solution, while also enhancing the deployment life cycle of the unit.

## Vendor Certifications (if applicable)

Not applicable.

# TAB 5 - Product and Services/Scope



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**The system(s) required must have the following attributes:**

- Ability to autonomously detect seatbelt compliance with photographic evidence delivered to law enforcement in real time.
- Ability to detect cell phone use with phone in hand or in drivers lap with photographic evidence delivered to law enforcement in real time.
- Ability to detect vehicle speed and provide photographic evidence of the speed of the vehicle, and license plate, to law enforcement in real time.
- Ability to autonomously determine which violations are to be sent forward to law enforcement and which non-violation records are to be permanently deleted.

Describe your company's video capture technology including placement capability and placement requirements. Indicate how many lanes of traffic can be captured and whether the system is effective in varying volumes of traffic including heavy fast moving and heavy backed up.

The Acusensus 'Heads-Up' solution utilizes digital still imagery as opposed to video capture technology to initiate the event capture sequence.

Utilizing a 4D Radar detection device oncoming traffic is monitored as vehicles approach the system location. For fixed sites the Radar device is located overhead (whenever possible) in the center of the lanes being monitored, a single Radar can monitor up to 6 lanes of traffic in this configuration. When utilizing the mobile product the Radar is mounted near the centerline of the detection vehicle aligned parallel with the lanes being monitored.

As approaching traffic reaches predefined coordinates configured in the system a series of images are captured with high resolution cameras focused on these predefined coordinates. Simultaneously high intensity IR illuminators fire a very quick burst synchronized with the cameras resulting in clear motion free (blur) images. The resulting images are then automatically evaluated for presence of the conditions that meet the violation type being captured (distracted driving, seatbelt use, speeding, etc.).

Fixed systems can monitor up to 3 lanes. Additional lanes can be accommodated upon request and this specific request will be evaluated on a case by case basis. Fixed sites are infinitely scalable just not cumulative. In this case using the standard quote for 1 single lane system and 1 three lane system would result in excessive expense for a solution than can be arranged in a more cost effective manner.

Mobile systems can accommodate up to 2 lanes of travel from a single unit. Placement of the mobile unit is 3 to 18 feet from the nearest "fog line" and would ideally be behind a barrier to protect the motoring public as well as the system operators.

High speed high volume conditions, as well as high volume low speed (backed up) conditions have all been experienced and satisfactorily accounted for in our system design. Acusensus utilizes a proprietary method of image based comparisons to detect "backed up" traffic eliminating this as a potential issue.

Describe your systems ability to autonomously determine which violations to forward to law enforcement and which to permanently delete. Explain how deleted information is permanently deleted and cannot be recovered.

The Acusensus 'Heads-Up' Solution has been designed with privacy and efficiency at the forefront of our development requirements.

Images once captured are temporarily stored in the PCs "non-volatile memory". Non-volatile memory is a storage location that once power is removed the memory is wiped clean. We utilize the PCs RAM for this purpose and have designed the system to store all initial images and "crops" (portions of the image captured and evaluated by the AI) in this manner. This is considered our "front line of defense" for privacy. If someone acquires the PC (this would require it to be removed from system power) the unprocessed images would be instantaneously deleted. Additionally, Acusensus incorporates a series of purge rules to delete images at various stages of the process (based on customer requirements) to ensure images captured but deemed not to meet specified criteria are deleted as soon as possible. Below is an example of the 'Heads-Up' Real Time product "standard" purge rules that have been established to use as a baseline for discussions with prospective clients.

Data Type	Use	Storage location (record all if many)	Retention value/length (standard)	Data value/info	Comments/notes
Driver crop image	result from select images to perform AI operations	Camera system	In volatile memory erased after 15 minutes, when maximum memory value is reached ( at which time oldest images will be replaced with newest ones) or when system shutdown or reboot occurs.	used for real time review of events	low res small/light weight file used for operations requiring quick transmission of image.
A image	Color context view image	Camera system	In volatile memory erased after 15 minutes, when maximum memory value is reached ( at which time oldest images will be replaced with newest ones) or when system shutdown or reboot occurs.	Color photo to positively identify features unavailable with IR (primarily color but many features look unnatural with IR and this view provides a reality check for certain personnel).	
B image	used by AI to produce driver crop for phone to ear and seat belt events	Camera system	In volatile memory erased after 15 minutes, when maximum memory value is reached ( at which time oldest images will be replaced with newest ones) or when system shutdown or reboot occurs.	used to confirm accuracy of AI results, if unavailable results cannot be confirmed/validated/checked.	
C image	Used by AI to produce driver crop for below	Camera system	In volatile memory erased after 15 minutes, when maximum memory value	used to confirm accuracy of AI results, if unavailable results	



Data Type	Use	Storage location (record all if many)	Retention value/length (standard)	Data value/info	Comments/notes
	the dash line phone and seat belt events		is reached ( at which time oldest images will be replaced with newest ones) or when system shutdown or reboot occurs.	cannot be confirmed/validated/checked.	
D image	Rear plate shot (if required)	Camera system	In volatile memory erased after 15 minutes, when maximum memory value is reached ( at which time oldest images will be replaced with newest ones) or when system shutdown or reboot occurs.		If not used a similar image will be captured by to the "B image" with a different timing sequence to collect license plate data from the front of the vehicle.
E image	rear color context (if required)	Camera system	In volatile memory erased after 15 minutes, when maximum memory value is reached ( at which time oldest images will be replaced with newest ones) or when system shutdown or reboot occurs.	Color photo to positively identify features unavailable with IR (primarily color but many features look unnatural with IR and this view provides a reality check for certain personnel).	
V image	Vehicle placement image used to determine if vehicles have stopped due to congestion	Camera system	in volatile memory erased when system shutdown or reboot occurs or 48 hrs (configurable) whichever comes first		
Potential Incident file packet	AI assesses driver crops and any crops meeting confidence scope are stored as a potential offence. Potential incident files packets are deleted after 48 hrs.	Camera system	In non-volatile memory erased after 48 hrs		
Confirmed Incident file packet	UI operator assesses driver crops, verified events are turned into	Camera system, AWS	In non-volatile memory erased after 48 hrs		**ONLY when this file is created is a positive event recorded in the system to be captured in reporting info. i.e. - if

Data Type	Use	Storage location (record all if many)	Retention value/length (standard)	Data value/info	Comments/notes
	confirmed incident file packets.				100 "positive" events are captured by the system and only 1 event is "verified" the reported data will show 1 distracted driving event.
Vehicle statistics data	Used to create traffic statistics/data	AWS	45 days	to generate traffic stats/info	
ALPR Result	Used to "lookup" plate reads for VOI events	AWS	45 days		Optional only required to demo ALPR functionality

The Acusensus 'Heads-Up' solution uses a neural network, configured in a two link AI chain, to autonomously determine which events (violations) to forward to law enforcement. Any event not identified by law enforcement as a violation is purged from the system based on the previously mentioned purge rules (see example matrix above) which will be established as part of the contract with the client.

As vehicles approach the system a series of high resolution images are acquired and evaluated by the system. A two step AI process, referred to as an AI chain, sequentially analyzes each image to determine eligibility to be classified as a referral to be sent to law enforcement.

The first "link" in the chain analyzes the image to find the driver (or in the case of a seatbelt program, the driver AND passenger) of the vehicle and produce the driver crop which is used in the second step (link) of the process. The second link of the AI chain evaluates the smaller cropped image for additional information such as the use of a mobile device or the absence of a seatbelt by a front passenger.

Any result meeting a pre-established threshold or "confidence factor" are compressed, packaged and sent to the 'Heads-Up' Real Time Interface (RTI) where the incident can be evaluated by an Officer who has successfully authenticated into the system. All "non" referrals are permanently deleted in accordance with established business rules and cannot be recovered once this purge action has been initiated.

**Provide samples of forwarded photo's and accompanying data that your system provides in real time to law enforcement.**

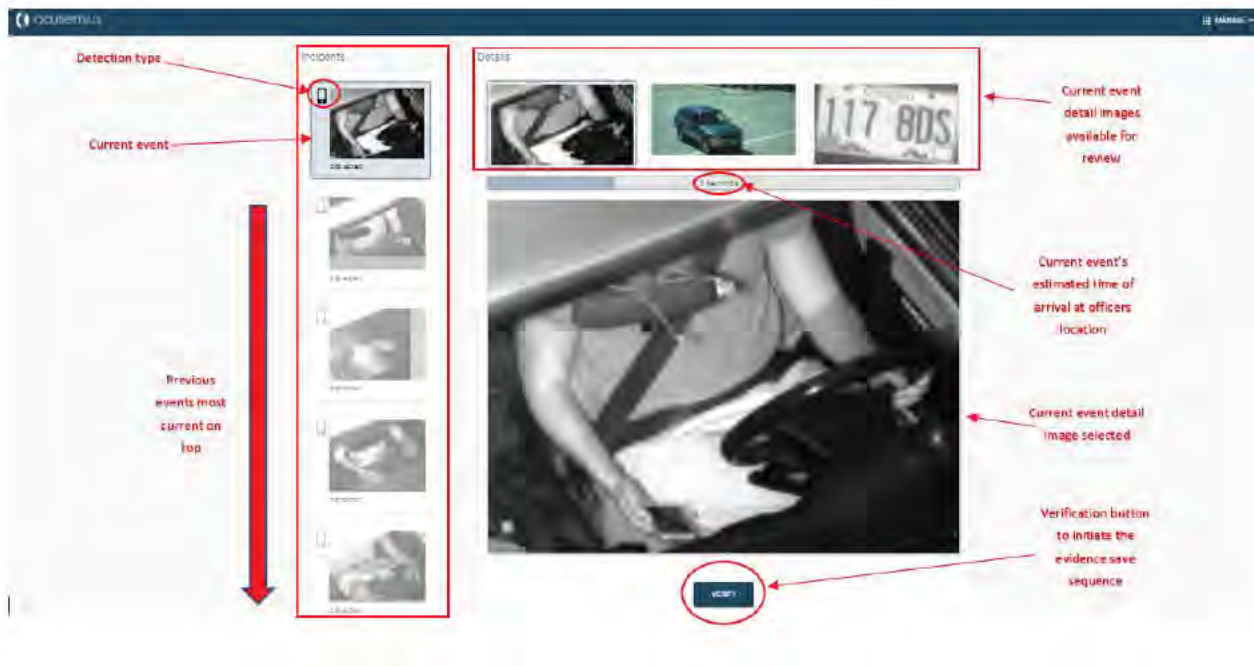
For chain of custody and evidence security reasons, the raw images are not forwarded (transmitted) to the officer, however the 'Heads-Up' Real Time Interface (RTI) provides a portal used to review images available for officer analysis. This method of image review ensures that the images are only housed in a secure environment that can be controlled through two factor authentication by authorized users. This method also ensures that images collected by the system are tracked and controlled as to who has reviewed them

and when this review occurred.

The 'Heads-Up' RTI is a simple graphic interface that allows an officer to easily review images and pertinent digital information quickly as traffic flows by the system.

On the left side of the review screen the images will auto populate from top to bottom with the top most image being the most current "referral" available in the system. An icon on the event image will indicate the detection type of the current event. The event selected on the left panel will appear in the details section across the top of the screen with the selected image. The context images, including a color overview image, license plate crop, and referral image will display within the "top" panel. The referral image will be displayed below the top panel in the large image pane. This large image can be zoomed to allow the operator to enlarge various parts of the image for further inspection. If ANY event other than the most recent event is selected, the image will remain in the details panel so the officer can focus their attention on the referral of interest. If the top most event is selected, the images in the details panel will be replaced with the most recent referral event and auto populate this panel as new referrals are made available.

The ETA timer will give an approximate time of arrival at the officer's location based on the vehicles detected speed and distance from the 'Heads-Up' Real Time system location. This setting is configurable by the operator and can be adjusted over the course of a deployment session to optimize ETA accuracy based on location specific activity. Once a vehicle is determined to have "passed" the system the image on the left side panel will grey out indicating that the vehicle has passed.



## Provide samples of actual statistical data from existing customers.

The Acusensus 'Heads-Up' Real Time' enforcement solution has been designed to give authorities a tool to drive behavioral change on the road network. The system can be provided in the form of fixed or transportable enforcement cameras.

The Acusensus 'Heads-Up' Real Time' solution and team are able to demonstrate multiple benefits including:

- the ability to automatically identify offending incident packages to law enforcement personnel positioned downstream from the event to assist with real time traffic enforcement
- day/night, shadow, glare, all-weather 24/7 solution ensuring highest level of event detections available in the market
- highly accurate vehicle detection using advanced radar sensors and detection algorithms
- team with 140+ years experience designing and delivering enforcement camera systems
- end to end solution and understanding of how to make this program a success, including solutions for anywhere, anytime enforcement
- ability for technology to be deployed in a range of scenarios (trailer, mobile vehicle, tunnels, gantry, VMS signs and other existing structures etc.)
- multiple enforcement options from a single system, such as the simultaneous enforcement of distracted driving, seat belt use, point speed and vehicles of interest
- ensure correct controls are in place for data security
- scalable solution for multi lane usage.

### Solution Overview

A radar detects and records the speeds and positions of all vehicles, high resolution digital still cameras capture evidence of phone and seat belt use, and a non-invisible flash ensures 24/7 operation. The system hardware is compact, light and unobtrusive, permitting economical deployment on a wide range of pre-existing infrastructure.

Sophisticated algorithms automatically detect the position of the driver in the vehicle, and then automatically determine likelihood of an offence. The algorithm will assign a probability of offense to each passing vehicle and only potential offenses that meet or exceed the prescribed threshold will be reviewed. Vehicles that fall below the threshold will be automatically deleted by the system.

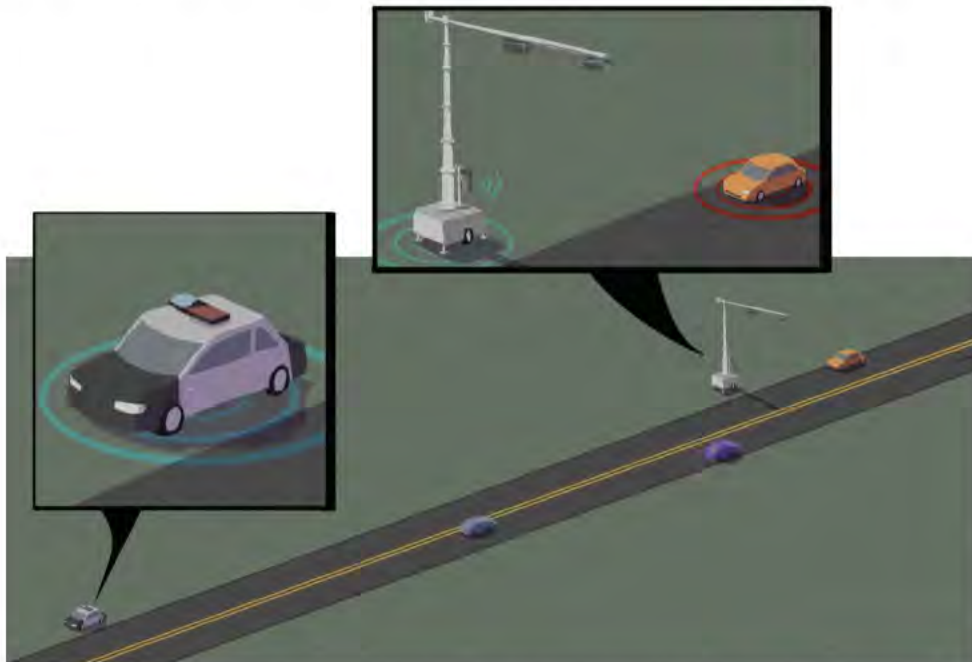
The following video provides a closer look at how the Acusensus 'Heads-Up' Real Time artificial intelligence solution works.

- <https://youtu.be/2DPGU6oWHPc>

For real-time operations violation images of offending vehicles are transmitted to a waiting intercept vehicle within seconds. The digital evidence is presented to the officer positioned downstream within the 'Heads-Up' RTI (Real Time Interface) window, which is a browser-based interface. The violation image and the associated images that identify critical vehicle characteristics are presented within the interface, whereby the officer can visually verify the content of the evidence and determine if a violation occurred and if a traffic stop should be initiated.

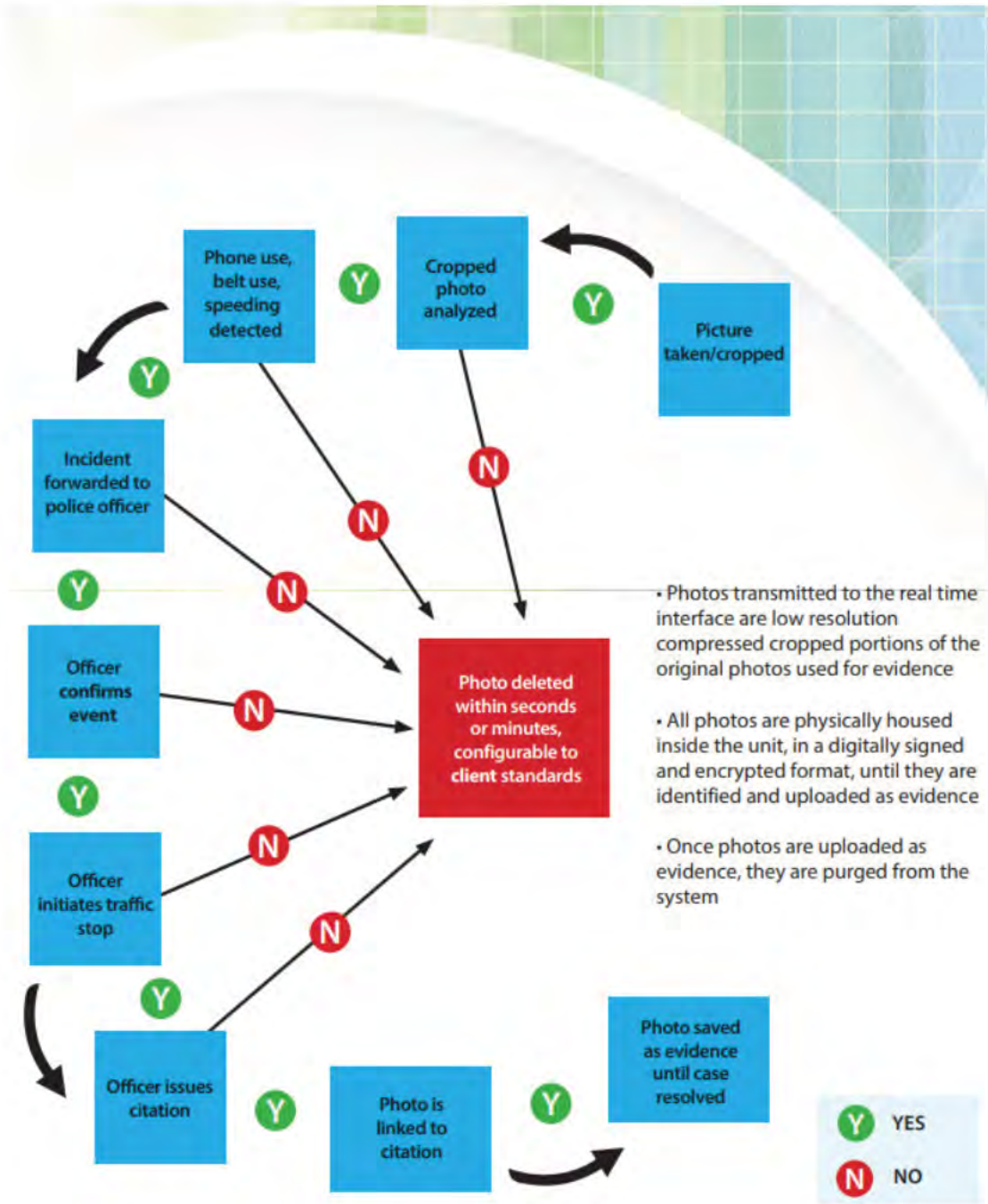


The enforcement of speed involves the 'Heads-Up' Real Time solution tracking radar that actively monitors multiple lanes of traffic, picks up the presence of a vehicle at up to 300 meters away, and begins capturing images if the vehicle exceeds the enforcement threshold at roughly 15 meters from the system.



The solution also records every vehicle license plate through our automatic license plate reader (ALPR). The cropped license plate image will be presented in the 'Heads-Up' RTI display to assist with the identification of the potential vehicle of interest. The solution can also provide real-time notifications of certain vehicles of interest from a list of vehicles provided by the department, including instances such as stolen vehicles, felony warrants or Amber Alerts.

The following flow chart provides an overview of the Acusensus 'Heads-Up' Real Time solution.



The following video also provides an overview of the solution:

- <https://www.youtube.com/watch?v=0201rK0i4gE>

Integral to the program is the privacy of data. Transmitting digital evidence directly to law enforcement and deleting images below the probability threshold are key safeguards to the 'Heads-Up' Real Time program. Acusensus will not have access to any private or sensitive information that can identify the driver or occupants of a vehicle. Acusensus has the added capability to automatically blur out everything in extracted images except the driver if required.

The Acusensus 'Heads-Up' Real Time solution can simultaneously capture illegal mobile phone use, vehicle over-speeding via radar point speed detection and/or ANPR based section control, seatbelt offenses and unregistered/hotlist vehicle detection via ALPR.



*Example of the Acusensus 'Heads-Up' Real Time solution installed*

#### Anywhere-anytime approach to deployment

Acusensus believes in providing solutions that can maximize the road safety effect through the efficient use of resources. While fixed enforcement installations provide an obvious overt deterrent effect, a key capability of Acusensus is the design and deployment of transportable solutions for anywhere-anytime enforcement. From our experience the most efficient deployment of our transportable solutions is via a trailer solution.

Trailer solutions have the following key advantages over other deployments such as vehicle based camera solutions:

- Extended deployment times via battery/solar/generator combinations to suit the client use cases.
- Reduced health safety risks for operators.
- Enhanced deployment capabilities

Our solutions are high performance and multifunctional. The Acusensus 'Heads-Up' solution typically capture 60,000 high resolution images daily, and the identical solution hardware can simultaneously be used to provide speed enforcement, seat belt enforcement and license plate recognition for hot-list reporting. In the future, the solution may be expanded to include other possible enforcement capabilities.

The decision regarding when and where solutions are deployed can be done intelligently based on crash risk over time, including seasonal adjustments considering factors such as holiday periods, school periods, weather events and recreational events such as skiing. Flexible deployment solutions we provide could include fixed enclosures about which cameras can be rotated.



*Transportable solution*

Acusensus provided a live and interactive 'Heads-Up' Real Time demonstration to key stakeholders in Hillsboro, Oregon in August 2020. The 'Heads-Up' Real Time solution and the Acusensus RTI interface provides authorities digital evidence to officers stationed downstream of the solution to assist real time traffic stops.

Video link - <https://www.youtube.com/watch?v=geavXu4xFS0>

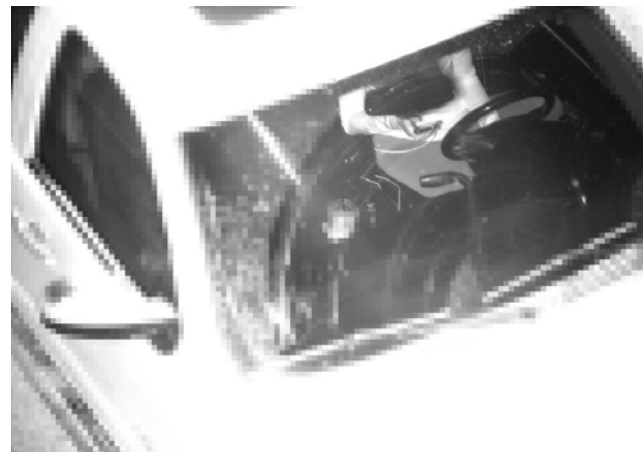


## Output images

The following are examples of offense images.

### *Mobile Phone Use*

Camera Code: 1234 Direction: Towards Operator:  
Location: Deployed Position:  
Incident Number: 1076 Lane: 1 Offence: Mobile Phone Use Vehicle Speed: 38 mph  
Date: Time: Elapsed Time: 0.469





Seatbelt Offense

<p>Example 1</p>	<p>Camera Code: 1204 Direction: Towards Operator          Location: Deployed Position: Unknown          Incident Number: Lane: 1 Offence: Seat Belt Vehicle Speed: 45 mph          Date: Time: Elapsed Time: 0.358</p> 	<p>Camera Code: 1203 Direction: Towards Operator          Location: Deployed Position: Unknown          Incident Number: Lane: 1 Offence: Seat Belt Vehicle Speed: 45 mph          Date: Time: Elapsed Time: 0.908</p> 
<p>Example 2</p>	<p>Camera Code: 1204 Direction: Towards Operator          Location: Deployed Position: Unknown          Incident Number: Lane: 1 Offence: Seat Belt Vehicle Speed: 38 mph          Date: Time: Elapsed Time: 0.908</p> 	<p>Camera Code: 1204 Direction: Towards Operator          Location: Deployed Position: Unknown          Incident Number: Lane: 1 Offence: Seat Belt Vehicle Speed: 38 mph          Date: Time: Elapsed Time: 0.413</p> 

Provide samples of actual statistical data

**Mobile Phone Detection Camera Program, Transport for New South Wales, Australia**

Acusensus has partnered with the New South Wales Government to rollout the world’s first mobile phone detection camera program.

The program commenced on 1 December 2019 with a combination of transportable and fixed solutions deployed, initially with a warning letter phase before going to live from 1 March 2020.

- Ongoing program commenced with a warning letter phase commencing 1 December 2019 and followed by live enforcement in an expanded program rollout from March 1
- Figures released by Transport for NSW show that between March 1 and June 30 the mobile phone detection camera program checked more than 13.6 million vehicles, resulting in more than 33,000 drivers captured illegally using their phones whilst driving.
- Since the first NSW pilot conducted in January 2019, the rate of offences has fallen steadily from 1.22% to 0.27% - *NSW deputy secretary Tara McCarthy*

**Victorian Trial, Department of Community and Justice, Australia**

Acusensus partnered with the Victorian Government to tackle distracted driving and other illegal driver behavior in a 3 month trial that allowed Acusensus to provide the state with real-world examples of offenses captured by the ‘Heads-Up’ solution.

Deploying two transportable solutions, a total of 29 roadside testing sessions across 10 sites within the Melbourne Metropolitan region were conducted across an 154 calendar day period.

In the first month:

- 200,000 vehicles were checked
- 4,000 drivers illegally using a mobile phone
- 2% of drivers illegally using a mobile phone

**Use of ‘Heads-Up’ Real Time Solution in Four Pilot Cities**

The ‘Heads-Up’ Real Time solution has been piloted in various communities across the U.S. to provide insight into the severity of these driving behaviors.

Site	Time Deployed	Total # Vehicles	illegal Phone Offenses		Total Distraction Offenses		Highest Time Interval Total Phone Offense %
			#	%	#	%	
Phoenix, AZ	3 hrs	1983	106	5.3%	186	9.4%	12.7%
Hillsboro, OR	6 hrs	1554	40	2.6%	65	4.2%	7.6%
El Paso, TX	6 hrs	1945	12	7.8%	242	12.4%	18.2%
Grand Prairie, TX	4 hrs	377	33	8.8%	55	14.6%	22.0%

*Note: “Illegal phone offenses” are those offenses interacting with a cell phone. “Total distraction offenses” include illegal offenses, phone in lap occurrences and other*

## TAB 8 - Value Added Products and Services



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*Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.*

### Technical and Maintenance Services

Acusensus Inc. incorporates a multi-layer support, maintenance and repair philosophy to all of our products and services regardless of their location and/or program size. We have a simple approach to a classic problem, how to deploy and maintain multiple systems in numerous locations while maintaining the most efficient and effective programs in the world.

The recipe for this to have multiple overlapping tiers of support working together with a common mission to achieve a specific goal, maximizing system up-time and performance.

We utilize a 3 tiered maintenance/support structure that ensures each system is efficiently and effectively monitored and serviced to maximize the performance of the Heads-Up solution.

Tier 1 - This is a combination of local Acusensus resources trained in the proper installation, operation and maintenance of the Heads-Up solution as well as centrally located (in the greater Phoenix AZ area) technical resources. The centrally located technical resources are responsible for monitoring, evaluating and performing remote diagnostics and repairs of the product and will dispatch local maintenance resources in the event of outages they are unable to restore remotely. The regionally based (local) resources have critical failure items (these are items that have been identified as those that cause the system to be out of service if a failure occurs) on hand for immediate repairs/replacement as needed.

This tier of support will be providing the preventative maintenance regime, both remotely and physically on site, to ensure proper system operation.

Tier 2 - This second level maintenance activity is centrally located along with the previously mentioned technical resources, these product engineers provide guidance and support to the local resources (as well as the centrally located technical resources). These resources are capable of guiding the maintenance technicians through a number of checks and procedures including but not limited to:

- Component replacement and system performance evaluations
- Software upgrades and configuration
- System optimizations and enhancements that may require in filed engineering and support

Tier 3 - Most maintenance activities experienced should be easily resolved at the first tier of support, in the event a more persistent problem is experienced that requires additional support, the System Design Engineers responsible for development of the product comprise the third level of support. This Team of experienced resources are capable of resolving any possible issue that may be experienced.

Providing the failure of the item is not due to improper use, Acusensus will ensure the systems are properly maintained and repaired for the life of the contract, at no additional costs.



The included services provided will be regular, scheduled and unscheduled maintenance necessary to keep the systems in peak operating condition, maintaining software for production systems and associated servers, and software upgrades to ensure proper operating of the systems features/functionality which were delivered at time of program acceptance.

# Tab 9 – Required Documents


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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Acusensus Inc.</u>
Print Name	<u>Anthony W. Parrino</u>
Address	<u>8902 W Bell Rd suite 1356</u>
City, State, Zip	<u>Sun City, AZ, 85372</u>
Authorized signature	<u></u>
Date	<u>12 Mar 2021</u>



# **Contractor Requirements**

## **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature




Date

12 Mar 2021

## **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>Acusensus Inc.</u>
Address	<u>9802 W Bell Rd Suite 1356</u>
City/State/Zip	<u>Sun City, Arizona, 85372</u>
Telephone No.	<u>623 377 6543</u>
Fax No.	<u>---</u>
Email address	<u>Tony@Acusensus.com</u>
Printed name	<u>Anthony W. Parrino</u>
Position with company	<u>VP Operations, North America</u>
Authorized signature	<u></u>

## **Required Clauses for Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

# Required Clauses for Federal Assistance provided by FTA

## ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

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

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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



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

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

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

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

## **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>