



MORE LIGHT

**Response to RFP
Fixed and Vehicle License Plate
Recognition**

Solicitation Number: 15-22

Submitted by: Jeffery Williams
Phone: (812) 371-2131 | **Email:** jeffery.williams@jenoptik-inc.com

NCPA RFP # 15-22 - Fixed and Vehicle License Plate Recognition



JENOPTIK Light & Safety | Traffipax LLC
16490 Innovation Drive
Jupiter, FL 33478 US
1-561-401-2722

March 23, 2022

National Cooperative Purchasing Alliance (NCPA)
Region 14 Education Services Center

Introduction Letter to the Request for Proposal 15-22 "Fixed and Vehicle License Plate Recognition".

Dear NCPA,

Traffipax LLC is pleased to submit our response to NCPA's Request for Proposal (RFP) for "Fixed and Vehicle License Plate Recognition". We have read the RFP in its entirety and feel extremely honored to be considered for such a prestigious contract.

Traffipax LLC locally is part of the Light & Safety Division in the global Jenoptik Group, with specializations in Services and Operations in the field of Traffic Safety and Civil Security.

Our core business lies in designing, manufacturing, and delivery of highly advanced LPR Systems- specializing in fixed, mobile, and quick deployable solutions (trailers). Beyond LPR hardware, we stand out in the marketplace with exclusive features, data and analytics that can't be found with any other solution. Traffipax goes well beyond the basic "hot list alerts" functionality of LPR, and in addition we provide a robust suite of true crime fighting tools that help law enforcement agencies around the globe to solve thousands of criminal cases each month.

Jenoptik hosts the UK National ALPR Database for Counterterrorism, the largest ALPR database in the world. It is host to over 30,000 cameras, has over 67 Million reads a day, 2 Billion a month, and a Database size of over 48 Billion reads.

This RFP response is intended to help the NCPA gain a better understanding of the solutions that are available to law enforcement agencies through Traffipax LLC. It is in our best interest to aggressively promote our future relationship with the NCPA to the greatest extent possible. Our dedicated marketing team (led by Tamara Whitaker and Cassandra Vystrcil) will ensure that this relationship continually gets promoted to audiences both inside and outside of our organization. The team will also work closely with the NCPA on a variety of mutually beneficial programs.

Traffipax LLC acknowledges receipt of all RFP addenda, and has gained a thorough understanding of the goals and objectives of the requirements and can clearly state its readiness to fulfill them. Serving the NCPA and its member agencies with outstanding operations and a solid base of high performing ALPR systems is the prime goal of achievement. Jenoptik accepts the terms and conditions put forth in the RFP.

In response to this RFP, the NCPA should contact the below person:

- **Name:** Mr. Jeffery Williams
- **Title:** Key Account Manager
- **Email Address:** Jeffery.Williams@Jenoptik-inc.com
- **Mailing Address:** 16490 Innovation Drive, Jupiter FL, 33478
- **Telephone number:** 1 812-371-2131



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Thank you for the opportunity to take part in this process. On behalf of all my Traffipax LLC team mates, we look forward to our future conversations with the NCPA.

We remain at your entire disposal,

Yours Sincerely

A handwritten signature in black ink, appearing to read "Finbarr O'Carroll".

Mr. Finbarr O'Carroll
President Light & Safety Americas
JENOPTIK | Light & Safety



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Tab 1 – Master Agreement

- ◆ 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.

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- ◆ 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
 - ▶ Proposal should address the following warranty information:
 - 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
 - ▶ Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - ▶ Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ Safety
 - ▶ Vendors performing services shall comply with occupational safety and health rules and

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regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

◆ Permits

- ▶ Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

◆ 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



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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 and regulation 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.

◆ Termination

- ▶ 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. Region14 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

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 \$10 million dollars annually. This estimate is based on the anticipated

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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. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

◆ 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.

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◆ 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

- ◆ 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 and Experience (20 points)
 - ▶ A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
 - ▶ Respondent Reputation in marketplace
 - ▶ Past Experience working with public sector.
 - ▶ Exhibited understanding of cooperative purchasing

- ◆ Value Added Products/Services Description, (8 points)
 - ▶ Additional Products/Services related to the scope of RFP
 - ▶ Marketing and Training
 - ▶ Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - ▶ Customer Service

- ◆ Technology for Supporting the Program (7 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

Signature Form

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 Traffipax LLC

Address 16490 Innovation Drive

City/State/Zip Jupiter, FL 33478

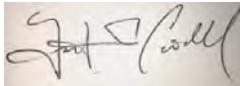
Telephone No. 561-881-7400

Fax No. 561-881-7400

Email address finbarr.ocarroll@jenoptik-inc.com

Printed name Finbarr O'Carroll

Position with company President, Light and Safety, Americas

Authorized signature 

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Traffipax LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 05-69, 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 Fixed and Vehicle License Plate Recognition;

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,

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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 (15th) 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.

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<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.

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National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 77270

Signature: 

Date: April 19, 2022

Vendor:

Traffipax LLC

Name: Finbarr O'Carroll

Title: President

Address: 16490 Innovation Drive

Jupiter, FL 33478

Signature: 

Date: 3/23/22

Tab 3 – Vendor Questionnaire

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 | |

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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 Jupiter, State of Florida

◆ **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 3rd 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:

<input checked="" type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added Reseller	<input type="checkbox"/> Other: _____

◆ **Processing Information**

- ▶ Provide company contact information for the following:
 - Sales Reports / Accounts Payable
Contact Person: Jeff Williams
Title: Key Account Manager
Company: Traffipax LLC



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Address: 16490 Innovation Drive

City: Jupiter State: Florida Zip: 33478

Phone: 812-371-2131 Email: Jeffery.williams@jenoptik-inc.com

■ Purchasing

Contact Person: Jeff Williams

Title: Key Account Manager

Company: Traffipax LLC

Address: 16490 Innovation Drive

City: Jupiter State: Florida Zip: 33478

Phone: 812-371-2131

Email: Jeffery.williams@jenoptik-inc.com

■ Sales and Marketing

Contact Person: Jeff Williams

Title: Key Account Manager

Company: Traffipax LLC

Address: 16490 Innovation Drive

City: Jupiter State: Florida Zip: 33478

Phone: 912-371-2131

Email: Jeffery.williams@jenoptik-inc.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



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Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.

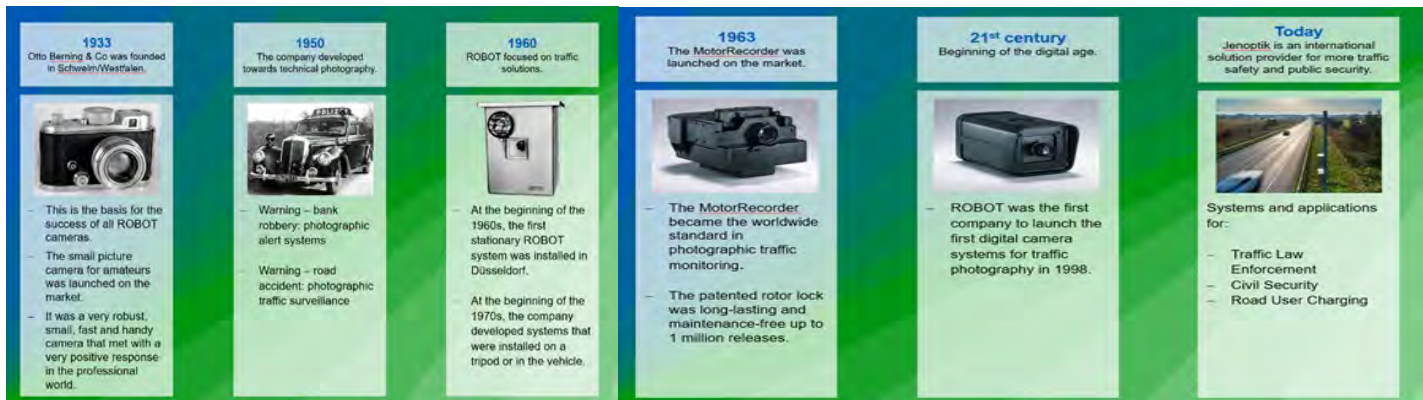
Jenoptik response:

Traffipax LLC is a wholly owned subsidiary of Jenoptik North America, Inc., Jupiter, FL.

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

Jenoptik response:

The below timeline describes the history of the JENOPTIK Light & Safety. It shows the way from being a manufacturer of photographic equipment to a worldwide leading group in traffic enforcement. In addition, the timeline highlights how Jenoptik has historically developed throughout the years. In 2019, the Traffic Solution Division was renamed to Light & Safety. Today the Light & Safety Division is an established solution provider and leading company in Traffic Law Enforcement and Civil Security.



The foundation of the company Otto Berning & Co. in 1933 was the starting point for the success of all ROBOT cameras. Spring motor drive with a unique rotor shutter became an innovation in the commercial camera sector. As early as 1955, the first photographic traffic monitoring cameras were installed into police vehicles – The product line JENOPTIK was born and ROBOT became a pioneer in traffic monitoring. During the 1960s, Robot branched into technical and scientific photography, e.g. ballistic measurement, room monitoring and developed highly refined designs for observation. Traffic monitoring was still prevailing but became increasingly important as a business sector within the 1970s – JENOPTIK IV, infraction photos and specific outer cabinets were invented. During the 1980s, the reliable ROBOT Motor recorder was used in various applications such as distance photography, red light systems etc. ROBOT started to expand its production line in traffic technology within the early 1990s. The company started to offer complete solutions covering the entire process chain from imaging to sending the final ticket. In 1998 a successful conversion went from wet-film to digital imaging and the complete strategic alignment of the business with traffic technology. One year later (1999), ROBOT became a part of the JENOPTIK Group. Furthermore, the branch JENOPTIK Inc. was opened in the USA and service were provided as an operator of traffic safety systems.

At the beginning of the new millennium, Robot expanded rapidly and consequently moved its headquarters from Düsseldorf to Monheim. In 2010, the Traffic Solutions Division was founded and Robot Visual Systems GmbH was rebranded to JENOPTIK Robot GmbH. Throughout that time all existing product line were consequently developed and the back office department and the international expansion was continuously

NCPA RFP # 15-22 - Fixed and Vehicle License Plate Recognition

pursued. Between 2012 and 2014, the Traffic Solution Division acquired branches and established service centers and production lines worldwide, e.g. China, Australia, Malaysia and Great Britain.

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

Jenoptik response:

Duns 968951348

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

Jenoptik response:

The following team members will play an active role in this contract, with Mr. Finbarr O'Carroll providing overall leadership:

Finbarr O'Carroll, President, Light and Safety, Americas

Dorian Grubaugh, Vice President Managed Services

Hassan Dabaja, Business Development Manager, Americas

Jeff Williams, Key Account Manager

- ◆ Corporate office location.

- ▶ List the number of sales and services offices for states being bid in solicitation.

Jenoptik response:

Traffipax Office is located in Jupiter, Florida. Each of our sales persons work remotely from their home offices and are embedded in different states. All sales person report back to our Traffipax office in Jupiter, FL and are supported there by corporate resources located there.

- ▶ List the names of key contacts at each with title, address, phone and e-mail address.

Jenoptik response:

Finbarr O'Carroll, President, Jupiter FL, 561-427-8091 finbarrocarroll@jenoptik-inc.com

Dorian Grubaugh, Vice President, Cincinnati OH, 513-259-3317 dorian.grubaugh@jenoptik-inc.com

Hassan Dabaja, Business Development Manager, Jupiter FL 561-401-2722 hassan.dabaja@jenoptik-inc.com

Jeff Williams, Key Account Manager, Columbus IN 812-371-2131 jeffery.williams@jenoptik-inc.com

- ◆ Define your standard terms of payment.

Jenoptik response:

30 days Net

- ◆ Who is your competition in the marketplace?

Jenoptik response:

Traffipax LLC has unique products and services that sets itself apart from others in this marketplace however other vendors supply similar products this would include:

- Vigilant by Motorola
- Elsag
- Genetec
- Pips, and others.



- ◆ What differentiates your company from competitors?

Ienoptik response:

Traffipax LLC was the inventor of ALPR technology in 1979 and has maintained a technology leading brand since then. Our products are first in quality and technology with new features that other vendors cannot supply. In addition, our team members always maintain a customer centric performance so we supply world class support to our customers throughout the sales, delivery and production cycles.

- ◆ Describe how your company will market this contract if awarded.

Ienoptik response:

Traffipax LLC will promote this contract through mention on our printed material, website, and email communications with our customers. Our Sales persons will actively promote this contact during all contact with potential and current customers during our sales cycle. In addition, our marketing team will eagerly work directly with the NCPA with any promotion projects that the NCPA undertakes.

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- ◆ Describe how you intend to introduce NCPA to your company.

Jenoptik response:

During our weekly sales calls we will inform all sales personnel of the contract and provide literature they can use during their contact with customers. We will promote usage of this contract with our sales force on a regular basis with a strong emphasis on utilizing it to the benefit of our clients. We will promote using NCPA pricing with all of our generated quotes to participating agencies.

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

Jenoptik response:

We have a robust website with in depth information on all our products and services. Ordering is done direct with a sales person to insure accuracy and correct product configuration. Please visit

<https://www.jenoptik.us/markets/public-safety> for further.

- ◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

Jenoptik response:

The JENOPTIK Service Delivery Team (SDT) is an established, certified, and experienced support group designed to meet the existing and growing requirements of our all customers and partners. The SDT is comprised of both field operations and technical subject matter experts who have completed the requisite VECTOR, TRAFFIDATA, and CJIS Awareness training, as deemed necessary. Over decades, the SDT has proven our ability to meet commitments, drive up-time, and maintain performance of our ALPR installations.

JENOPTIK has a dedicated warehouse and support center located in Jupiter, FL that is able to provide call support, repair, documentation, training, engineering support, and capability to meet scheduled and emergency maintenance requirements. JENOPTIK’s innovative method of continuous improvement driven by service support, feedback, and maintenance has extended the functionality of our ALPR solutions and has helped sustain a high level of performance not seen in industry to meet the ever changing landscape of license plate formats, plate backgrounds, and syntaxes, and thus ensuring a high level of availability, capture accuracy and read accuracy of license plates throughout the United States to assist in our law enforcement community perform tasks critical to the safety of our communities and roads.

JENOPTIK’s ALPR Service Desk information.

ALPR Service Desk	
Phone Number	(561) 881-7400
Phone Support Desk Availability	08:00 – 17:00 CST, Monday to Friday excluding Public Holidays
Customer Service Desk Portal	http://support.jenoptik-alpr.com
Customer Service Desk Availability	24 Hours, 7 Days a Week



◆ Green Initiatives (if applicable)

- ▶ As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Jenoptik response:

At Jenoptik, protecting our environment is a high priority for us, and we see it as our corporate responsibility to grow sustainably in harmony with the environment and society. As a technology company, Jenoptik is not in an energy-intensive sector, and produces a very small amount of emissions.

As a manufacturing company, our focus is on efficient resource management to reduce energy consumption and the ensuing greenhouse gas emissions as much as we can, using commodities and materials carefully and safely and to avoid hazardous waste as far as possible. From the very start of the development process, we paid attention to environmental aspects and the economical use of resources. Through regulated recycling and disposal, we can minimize the impact on people, the environment and nature.

The EHS division is responsible for managing and controlling environment, health and safety matters. It defines Group-wide targets and framework conditions and integrates management systems into business processes. Operational implementation takes place in the divisions. Continuous review, regular internal audits and external certifications ensure that systems meet standards. Depending on their environmental relevance, selected Jenoptik companies are certified compliant with the environmental management standard ISO 14001.

For more information, please visit <https://www.jenoptik.us/sustainability/environmental-and-climate-protection-by-conviction>

◆ Anti-Discrimination Policy (if applicable)

- ▶ Describe your organizations' anti-discrimination policy.

Jenoptik response:

The "Code of Conduct for Jenoptik Employees" sets out principles of conduct to ensure that all Jenoptik employees around the world maintain a high level of integrity and adhere to ethical legal standards. The Code prohibits any form of exploitation and human rights abuses, in particular forced and child labor, and enshrines guarantees of fair working conditions and statutory minimum wages. Jenoptik has a zero tolerance policy toward unequal treatment and discrimination against individuals based on race, ethnic origin, skin color, gender, religion or belief, disability, age, marital status, and sexual identity.

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- ◆ Vendor Certifications (if applicable)
 - ▶ Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Jenoptik response:

We are constantly developing our products, technologies and services in the interests of our customers, employees, investors and partners. In doing so, we comply with international standards in accordance with ISO 9001 for quality management, ISO 14001 for environmental management, and OHSAS 18001 on occupational health and safety.

Listed below are a few of JENOPTIK'S Notable Awards or Recognitions:

1. Jenoptik recognized at 2019 TEA Thea Awards for Outstanding Achievement
[Jenoptik recognized at 2019 TEA Thea Awards | Jenoptik USA](#)
2. Jenoptik wins ABC Design Award and German Design Award 2022 with TraffiPole
[Jenoptik's TraffiPole housing wins design awards | Jenoptik USA](#)
3. Jenoptik receives ASML Sustainability Excellence Award
[ASML Sustainability Excellence Award | Jenoptik USA](#)

Our group companies are also certified based on industry-specific quality management systems, including

IATF 16949 for the automotive industry,
ISO 13485 for medical devices,
EN 9100 for aviation and defense
as well as the International Railway Industry Standard (IRIS)

For additional information on our certifications please visit <https://www.jenoptik.us/about-jenoptik/quality>

ISO 9001 Certification below.





CERTIFICATE OF REGISTRATION

This is to certify that the management system of:

JENOPTIK Optical Systems, LLC

Main Site: 16490 Innovation Drive,
Jupiter, Florida, 33478, United States

Additional Site: Traffipax, LLC,
16490 Innovation Drive,
Jupiter, Florida, 33478, United States

has been registered by Intertek as conforming to the requirements of:

ISO 9001:2015

The management system is applicable to:

JENOPTIK Optical Systems, LLC: Design, Manufacture, Assembly and Test of Optical Sub-Assemblies and Optical Components.

Traffipax, LLC: Repair and assembly of special camera systems and systems for traffic safety.

Certificate Number:
QMS-90817a

Initial Certification Date:
06 March 2007

Date of Certification Decision:
16 February 2022

Issuing Date:
17 February 2022

Valid Until:
03 March 2025



intertek

Calin Moldovean
President, Business Assurance

Intertek Testing Services NA, Inc.
900 Chelmsford Street, Lowell
MA 01851, USA



In the issuance of this certificate, Intertek assumes no liability to any party other than to the Client, and then only in accordance with the agreed upon Certification Agreement. This certificate's validity is subject to the organization maintaining the system in accordance with Intertek's requirements for systems certification. Validity may be confirmed via email at certificate.validation@intertek.com or by scanning the code to the right with a smartphone. This certificate remains the property of Intertek, to whom a request for return is required.



Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Jenoptik response:

Jenoptik confirms compliance with this.

- ◆ Warranty
 - ▶ Proposal should address the following warranty information:
 - 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.

Jenoptik response:

Seller warrants the Products will be free from defects in material and workmanship at the time of delivery. In the event a defect in material or workmanship shall arise within the Warranty Period (as hereinafter defined) and such defect is attributable to Seller, Seller shall within a reasonable period of time, at Seller's sole option, repair or replace the Products (or defective portion thereof) or refund the purchase price thereof (the "Warranty"). This is not a warranty of performance, but a limited warranty as to the condition of the Products at the beginning of the Warranty Period. As used herein, "Warranty Period" shall mean (i) one (1) year from the date the Products are delivered or (ii) sixteen (16) months from the date upon which Seller is prepared or able to make delivery to Purchaser, whichever comes first. Seller warrants all services provided pursuant to section 7 for a period of 6 (six) months from completion of the work. For parts in the Products, replaced or repaired during the Warranty Period, the warranty period for the said replacement or repaired parts shall be to a maximum of twelve (12) months and will begin on the date the replacement or repair is performed, but in any event shall not exceed the remaining portion of the original Warranty Period of the Product into which the replacement or repaired part is incorporated

- Availability of replacement parts

Jenoptik response:

Jenoptik is the manufacturer of its ALPR equipment. We stock a large supply of spare parts at our U.S. facility located in Jupiter FL, where all warranty repair work is completed.

- Life expectancy of equipment under normal use

Jenoptik response:

The Jenoptik Vector camera is designed to achieve a 50,000 Hr. Mean Time Between Faults (MTBF) standard. Since its launch in 2013, a further 3,000 camera units have demonstrated an average MTBF of 64,000. (Avg of 7.3 yrs.)

- Detailed information as to proposed return policy on all equipment

Jenoptik response:

Jenoptik's Terms and Conditions contains the following for returns:

"Commercial Operation" is a production run and as a result of which Purchaser delivers goods and/or services to customers and/or for which Purchaser receives compensation pursuant to orders placed by Purchaser's customers, or for Purchaser's own internal use. The Purchaser shall immediately notify Seller in writing of any defect. If a Product is rejected, notice must be given to the Seller no later than fourteen (14) days after the event, defect and/or non-conformance arose or is discovered which causes Purchaser to reject. Failure to so act shall constitute an irrevocable acceptance by the Purchaser. Any rejection by the Purchaser must be in writing and state with specificity all defects upon which Purchaser will rely to support its rejection. The Seller shall not be in default because of its delays or failure to deliver or perform under the Contract resulting, in whole or in part, from: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling, or order; (ii) the lack of labor or usual means of transportation, fires, floods, explosions, strikes or other accidents, contingencies, or events, at the Seller's or the supplier's plant or elsewhere (whether or not beyond Seller's control) which directly or indirectly interfere with, or render substantially more burdensome, Seller's production, delivery or performance; and/or (iii) delays by Purchaser in (a) inspecting or acceptance, (b) in furnishing requested specifications, materials, tooling, or information or defects in any of the foregoing, and/or (c) in making payments or otherwise. Upon delivery, all risk of loss or damage and any further cost and responsibility for claims, delivery, and, if applicable, placement and storage shall pass from Seller to Purchaser.

▶ Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Jenoptik response:

Jenoptik confirms that all equipment, materials, and products supplied under this contract shall be new, of good quality, and free of defects.

▶ Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Jenoptik response:

Jenoptik confirms the performance of all services will be good and in a workmanlike manner in accordance with industry standards for the service provided.

- ◆ The following is a list of suggested (but not limited to) Fixed and Vehicle License Plate Recognition categories. List all categories along with manufacturer that you are responding with:

▶ Fixed License Plate Recognition

Jenoptik response:

Jenoptik confirms it will be responding with our Fixed License Plate Recognition system comprised of our Vector ALPR camera and Traffidata Back Office Facility software with cloud storage.

NCPA RFP # 15-22 - Fixed and Vehicle License Plate Recognition



VECTOR ALPR Camera

► Vehicle License Plate Recognition

Jenoptik response:

Jenoptik confirms it will be responding with its mobile ALPR camera solution coupled with its Traffidata Back Office Facility software with cloud storage.



In-Vehicle ALPR Camera

► Trailer mounted License Plate Recognition

Jenoptik response:

Jenoptik confirms it will be responding with its trailer mounted ALPR system. This is a highly mobile and quick deployable solar equipped trailer supplied with our Vector ALPR with cellular upload of data.

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VECTOR ALPR Trailer

► Video Surveillance Feature

Jenoptik response:

Jenoptik confirms it will be offering its VectorView live video feed and local video file storage as an add on value feature to its Vector ALPR camera.



Video Surveillance

► Communication Device Detection

Jenoptik response:

Jenoptik confirms it will be responding with its Traffipax wireless detection device as a supplement to its ALPR systems.

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Trafficatch wireless detection device

For each product, you will offer above please provide details on each of the following.

- ▶ Brief description of the product

Jenoptik response:

Below is the description of our product offerings of Fixed License Plate Recognition, Vehicle License Plate Recognition, Trailer mounted License Plate Recognition, Video Surveillance, and Wireless Device Detection systems.

- ▶ Fixed License Plate Recognition

Jenoptik response:

Jenoptik's Vector camera represents the state of the art of ALPR cameras in the world today. It is supplying police agencies worldwide with exceptional plate reading ability in all ambient weather and lighting conditions. With exceptional plate recognition capabilities utilizing its deep learning software engine and coupled with our Traffidata Back Office Facility software integrated with AWS cloud storage, Jenoptik's Fixed License Plate Recognition solution provides police agencies with the technology they need to dramatically reduce crime in their jurisdiction while providing a safer community.

- ▶ Vehicle License Plate Recognition

Jenoptik response:

Jenoptik's Mobile LPR systems provide agencies with a way to rapidly deploy high performance license plate recognition for regular patrol, special events, tactical operations such as roadside checkpoints, and for use on any marked or unmarked vehicles in their fleet. Jenoptik's Mobile LPR systems use up to four (4) dual-lens LPR cameras, each with an Integrated Digital Signature Processors (DSP), and advanced imaging & recognition algorithms to provide the most advanced mobile LPR system on the market. With the simple Traffimobile interface running on the in-car computer, the Jenoptik Mobile LPR system provides a great deal of functionality with the user's needs in mind, but with advanced capabilities not seen elsewhere. Designed from the officer's perspective, our Mobile LPR system includes large buttons, visual system status indicators, and even a Day/Night mode to eliminate brightness in the vehicle during nighttime operations for officer safety. Known as Traffimobile, it is quite simply the most user-friendly system available on the market today. Jenoptik's Mobile LPR provides officers in the field with real-time field intelligence to improve their safety and enhance the efficiency of their patrol. A variety of federal, state, and local (personalized) hot lists of vehicles can be uploaded into the system and provide the officers with both an audible and visual alert when a vehicle of interest has its license plate read up by one of the mobile cameras on the vehicle. These alerts can include everything from stolen vehicles, parking scofflaws, wanted suspects or even amber and silver alerts.

- ▶ Trailer Mounted License Plate Recognition

Jenoptik response:

Jenoptik's Trailer mounted LPR system is a highly mobile vehicle towed quick deployable system. It can be powered by tethered AC power, or by the included 660Watt solar panels. The trailers can be equipped with up to 2 Vector LPR cameras as well as our video surveillance system, and Trafficatch wireless device detection system.

▶ Wireless Device Detection

Jenoptik response:

Jenoptik's Trafficatch wireless device detection is a value add addition to its Vector fixed ALPR solution. Trafficatch records wireless device Wifi, Bluetooth, and Bluetooth Low Energy (BLE) signal identifiers that come within range of the device to record gathered information coupled with plate recognition in the area. This can provide additional information to investigators trying to locate persons of interest related to recorded crimes in the area.

▶ Video Surveillance Feature

Jenoptik response:

Jenoptik's Vector Eye is a value add on to its Vector camera that provides for live video feed through the Vector that can be viewed by remote devices- such as cell phones or Dispatch Centers communication stations or video feed walls. Video files are also recorded locally and stored at the camera location in timed segments. These high definition video files provide 24/7 coverage of cars, pedestrians, bicycle riders, etc. in the areas near the Vector camera, typically a wide view of an intersection or section of roadway. These files can be remotely accessed and viewed, or downloaded and stored in additional locations. This information can be very valuable in the investigation and documentation of criminal activity or crash information.

▶ List integration partners

Jenoptik response:

Jenoptik is the primary manufacturer and supplier of its technology. Jenoptik **does not** rely on integration partners in the delivery of its products or services.

▶ Overview of process from setup to completion

Jenoptik response:

Immediately after an order is placed, the Jenoptik delivery team will quickly begin work with the local purchaser to confirm camera deployment installation for Fixed or Vehicle mounted equipment. All needed equipment will be ordered immediately and a project plan with anticipated and coordinated dates will be produced. Jenoptik technicians will arrive at a predetermined date and install the camera systems, confirm configuration and optimize performance, confirm data transmission and cloud based storage. Training will occur in a simultaneous fashion based on mutual schedules and the solution will be commissioned to full operation.

▶ Install timeframe from PO signature to final training

Jenoptik response:

The install timeframe can be affected by local variables, but the typical timeframe from PO until project go live, commissioning is demonstrated below:

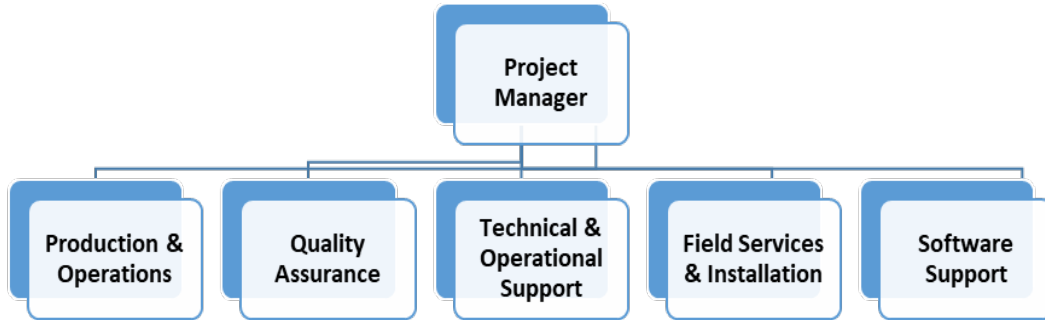
- Site survey within 1 week of contract award or PO is issued.
- Equipment 2 - 6 weeks. Timeframe can be reduced by using on hand equipment that are in inventory.
- Installation within 2-3 weeks of equipment delivery
- Configuration and testing within 1 week of installation ALPR systems
- "Go Live" – 5 days later

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- Staff training – Any time after contract signing
- Required local permitting can affect timelines.

► Performance matrix

Jenoptik response:



JENOPTIK will make the following teams and internal resources readily available and will work collaboratively with one another to fully deliver the requirements of this RFP. The teams have significant level of ALPR knowledge and unique expertise in the traffic safety and civil security requirements. The implementation support team will consist of a Project Manager and Operations Manager who will coordinate all procurement rollout and maintenance of this RFP. Field service technicians will focus on the installation progress of the enforcement systems. A Senior Software Engineer will support the complete deployment process of Traffidata.

► Reporting matrix

Jenoptik response:

Project Team	Responsible For
Project Management	Experienced Project Manager is assigned as fundamentally responsible for the successful delivery of all Jenoptik systems.
Productions & Operations	Responsible for all camera production as well as the procurement of ancillary equipment.
Quality Assurance	Ensure the highest standards of quality production of all systems required for the project.
Technical & Configuration Support	Team responsible for configuring and testing equipment and systems ready for deployment into the field. Also providing second line technical support for users, working with TRAFFIDATA to resolve and get equipment back into service as quickly as possible. This department is also responsible for the test and release of software, including change management process for introduction of new releases into the field.
Field Services & Installation	A team of qualified technicians responsible for installation and configuration of systems onsite.
Software Support	Software team involved in configuration and operation of TRAFFIDATA Back Office Software along with remote software support.

- ▶ Attach case studies

Jenoptik response:

Case Study 1: Surrey and Sussex Police ANPR



Traffic technology solutions to improve roads, journeys and communities.

Surrey and Sussex Police ANPR.

Shared service for security and journey time.

The delivery of ANPR services is collaboratively shared between Surrey and Sussex Police, ensuring security and safety for over 2.5m citizens.

JENOPTIK Traffic Solutions has a supply framework for VECTOR cameras across the two counties, connected to a Jenoptik BOF.

In addition to the Police ANPR requirement, many of the VECTOR cameras send a data feed to the Surrey County Council journey time system (JTMS), allowing for improved efficiencies through the shared use of the ANPR resource.

— 300+ VECTOR ANPR cameras

— 2m+ reads per day

Case Study 2: Warwickshire and West Mercia Police ANPR



Traffic technology solutions to improve roads, journeys and communities.

Warwickshire and West Mercia Police ANPR.
End to end solution with hosted data centre.

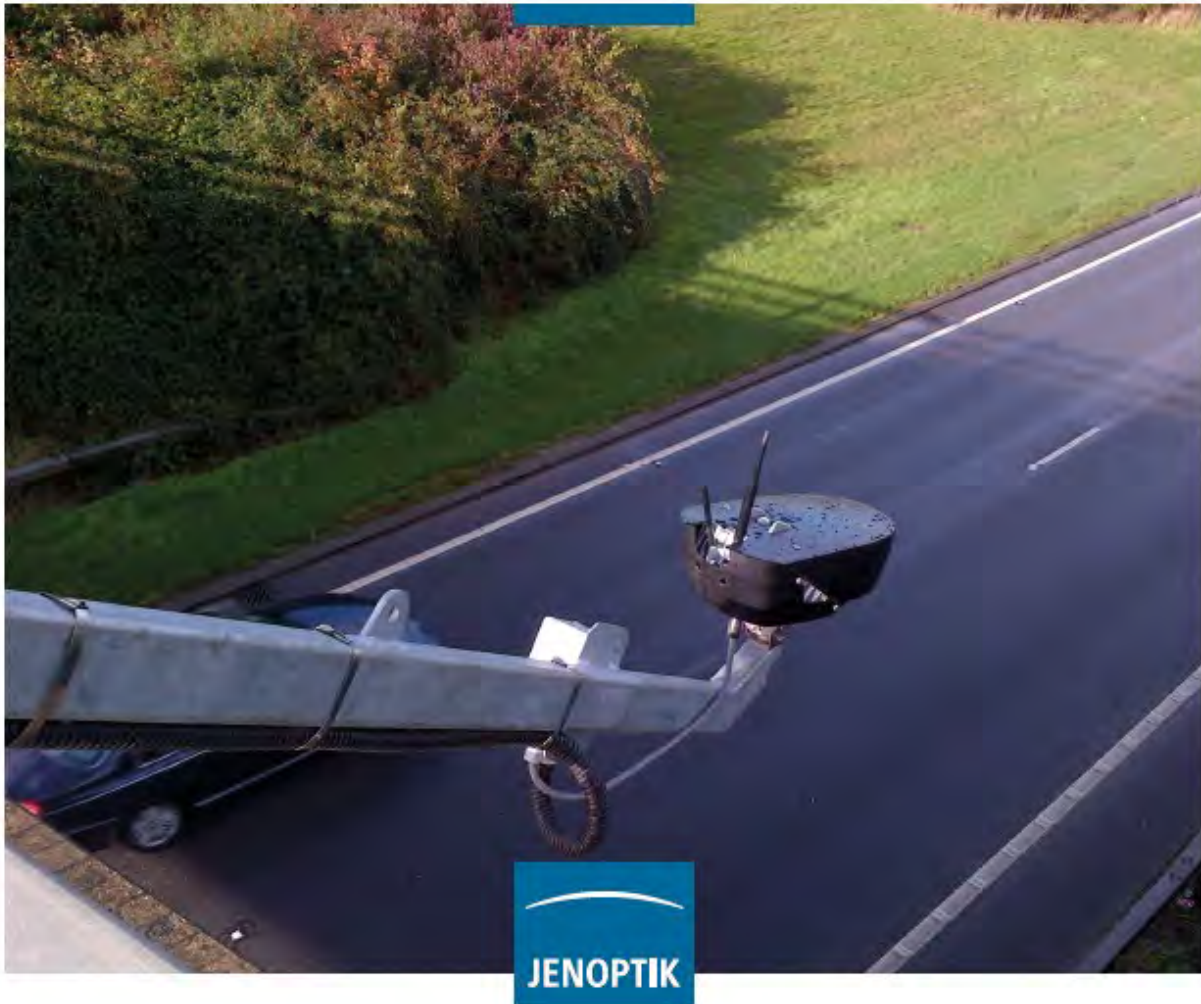
A strategic alliance between the forces of Warwickshire and West Mercia is responsible for policing of over 1.7m citizens in the West Midlands of England.

JENOPTIK Traffic Solutions have a 4 year framework to provide ANPR service to West Mercia Police, including the supply and install of new ANPR locations across the West Midlands.

The reads from these cameras have been incrementally added to the Jenoptik BOF, hosted on a secure data centre provided to the Force as a service. The whole solution has been designed by Jenoptik to facilitate expansion and the addition of new cameras and other data feeds.

- 250+ VECTOR ANPR cameras
- 4 year maintenance and support

Case Study 3: Metropolitan Police ANPR



Traffic technology solutions to improve roads, journeys and communities.

Metropolitan Police ANPR.

Europes largest ANPR back office.

With a population of nearly 9m, London is the largest city in the UK. The Metropolitan Police are responsible for the wider safety of all these citizens, whilst also taking a wider role for national security.

JENOPTIK Traffic Solutions have a long history of working in the Metropolitan Police, supplying VECTOR cameras which are used both in London and beyond.

These cameras all feed into the largest BOF in Europe, providing more than ten million ANPR reads per day. The BOF allows the police to carry out advanced data analytics in real time, thus optimising operational effectiveness.

100+ VECTOR ANPR cameras

10m+ daily ANPR reads to BOF

Case Study 4: Merseyside Police ANPR



Traffic technology solutions to improve roads, journeys and communities.

Merseyside Police ANPR.

Countywide solution for safer communities.

Merseyside Police are located in the North West of England, responsible for the policing of nearly 1.5m citizens.

JENOPTIK Traffic Solutions are responsible for the supply, installation and ongoing support of hundreds of VECTOR ANPR cameras, across five different Basic Command Units.

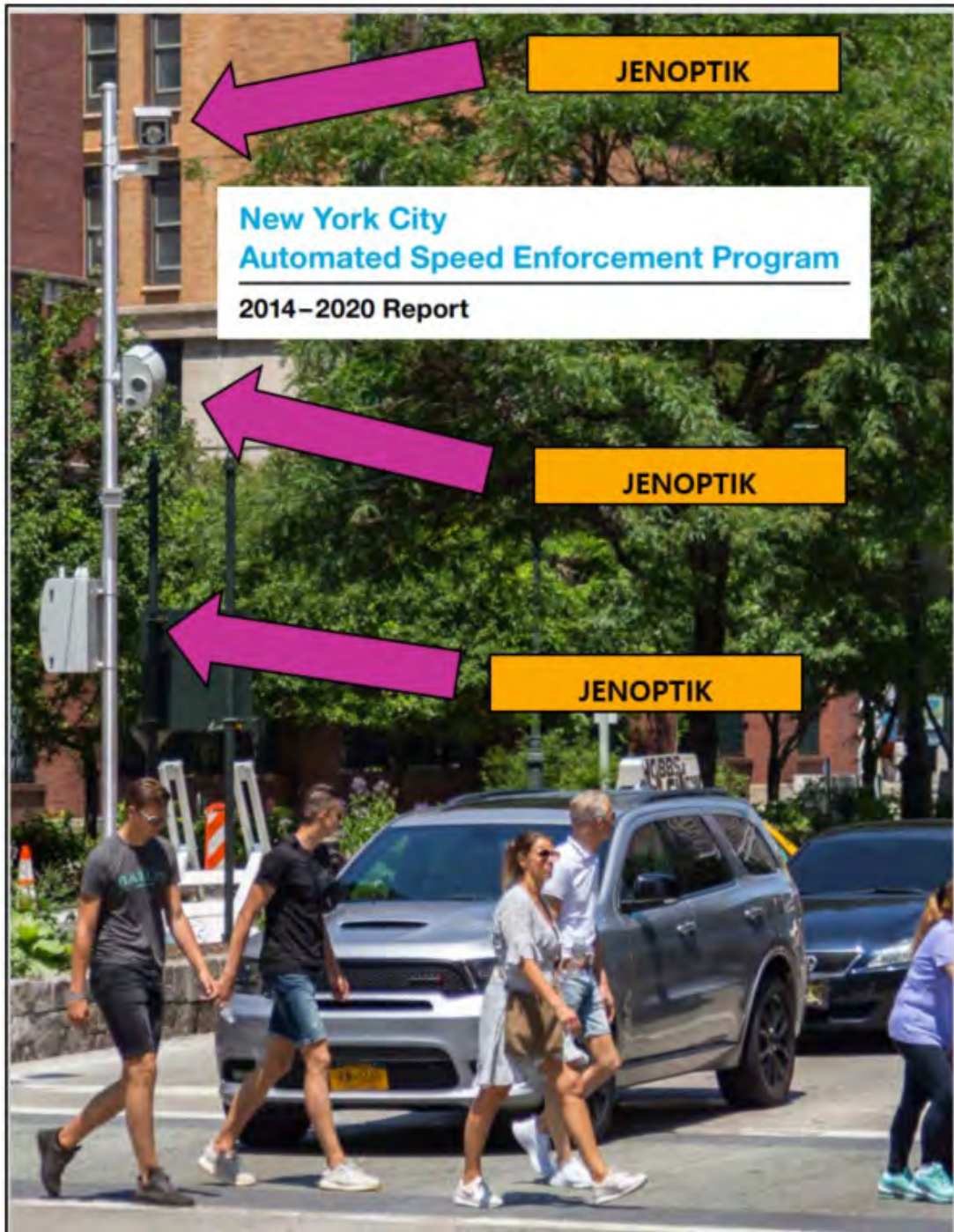
Cameras were successfully manufactured, delivered and installed to meet a challenging programme of 9 months from contract award.

170 VECTOR ANPR cameras

5 year maintenance support

9 month delivery programme

Case Study 5: New York City Automated Speed Enforcement Program



Report Link: [New York City Automated Speed Enforcement Program](#)

- ▶ Provide read rates

Jenoptik response:

Jenoptik's Vector camera use edge technology equipped with an AI deep learning engine to recognize vehicle plates. Jenoptik demonstrates a 95%+ read rate of plates in all weather and lighting conditions.

- ▶ Describe how you handle out of country plates

Jenoptik response:

Jenoptik's cameras equipped with our deep learning engine is used throughout the world in 81 different countries. We have extensive experience in recognizing plates and symbols/characters from all over the world. Jenoptik hosts the world's largest database of plate reads in the UKs National Counterterrorism with over 67M plate reads per day, with plates from all over the EU and further.

- ▶ Describe how you handle specialty plates

Jenoptik response:

Jenoptik's deep learning engine is able to process specialty plates from all states. We have experience in recognizing special symbols added to specialty plates- such as the Florida Manatee or Georgia Peach and vertical and horizontal lettering within the same plates. Our deep learning engine is far superior to just an Optical Character Reader (OCR) resulting in a much higher plate recognition rate.

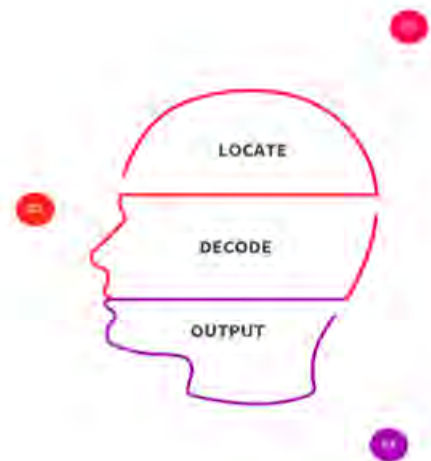
- ▶ Describe how plates are analyzed. What database or technology do you utilize?

Jenoptik response:

Jenoptik utilized its own internally written AI Deep Learning Engine to give superior plate reads over traditional OCR processes. Jenoptik uses AWS (CJIS certified) database for data storage.

Artificial intelligence leads the way to higher read accuracy and to greater trust.

- ▶ Research & Development done completely in-house
- ▶ Always learning new plate styles and types
- ▶ Achieves superior read rates vs. Optical Character Recognition (OCR) technology
- ▶ Able to handle difficult license plates due to obstruction damage, and dirt
- ▶ Enables vehicle classification





- ▶ Provide number and location of personnel available for support (internal or subcontracted)

Jenoptik response:

None of Jenoptik’s support term is subcontracted. They are all Jenoptik employees. Our primary support team is located at our Jupiter FL facility. The JENOPTIK Service Delivery Team (SDT) is an established, certified, and experienced support group designed to meet the existing and growing requirements of our all customers and partners. The SDT is comprised of both field operations and technical subject matter experts who have completed the requisite VECTOR, TRAFFIDATA, and CJIS Awareness training, as deemed necessary. Over decades, the SDT has proven our ability to meet commitments, drive up-time, and maintain performance of our ALPR installations. JENOPTIK has a dedicated warehouse and support center located in Jupiter, FL that is able to provide call support, repair, documentation, training, engineering support, and capability to meet scheduled and emergency maintenance requirements. JENOPTIK’s innovative method of continuous improvement driven by service support, feedback, and maintenance has extended the functionality of our ALPR solutions and has helped sustain a high level of performance not seen in industry to meet the ever changing landscape of license plate formats, plate backgrounds, and syntaxes, and thus ensuring a high level of availability, capture accuracy and read accuracy of license plates throughout the United States to assist in our law enforcement community perform tasks critical to the safety of our communities and roads. Jenoptik has over 6 SDT members located in Jupiter, and additional support team members that work remotely in the U.S.

- ▶ Warranty information

Jenoptik response:

Seller warrants the Products will be free from defects in material and workmanship at the time of delivery. In the event a defect in material or workmanship shall arise within the Warranty Period (as hereinafter defined) and such defect is attributable to Seller, Seller shall within a reasonable period of time, at Seller’s sole option, repair or replace the Products (or defective portion thereof) or refund the purchase price thereof (the “Warranty”). This is not a warranty of performance, but a limited warranty as to the condition of the Products at the beginning of the Warranty Period. As used herein, “Warranty Period” shall mean (i) one (1)

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year from the date the Products are delivered or (ii) sixteen (16) months from the date upon which Seller is prepared or able to make delivery to Purchaser, whichever comes first. Seller warrants all services provided pursuant to section 7 for a period of 6 (six) months from completion of the work. For parts in the Products, replaced or repaired during the Warranty Period, the warranty period for the said replacement or repaired parts shall be to a maximum of twelve (12) months and will begin on the date the replacement or repair is performed, but in any event shall not exceed the remaining portion of the original Warranty Period of the Product into which the replacement or repaired part is incorporated.

- ▶ Special terms and conditions for this service if applicable

Jenoptik response:

Jenoptik's standard terms and conditions apply. For full details visit <https://www.jenoptik.com/gtc>

Tab 7 – Pricing

- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent’s products and services (Tab 5) that are available and also establish pricing per item.

- ◆ Price lists must contain the following:
 - ▶ Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - ▶ Description
 - ▶ Vendor’s List Price
 - ▶ Percent Discount to NCPA participating entities

- ◆ Not To Exceed Pricing
 - ▶ NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
 - ▶ The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - ▶ NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Jenoptik response:

Jenoptik has provided its price list as a separate Excel attachment with “Not to Exceed Pricing” as listed above.

Tab 8 – Value Added Products and Services

- ◆ 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.

Jenoptik response:

Jenoptik has included information on its supplemental ALPR products that include our Trailer mounted ALPR systems, our video surveillance add on systems to its Vector ALPR systems. And our Traffcatch wireless detection device technology. In addition, Jenoptik is a global supplier of Red Light Enforcement and Speed Enforcement Camera systems that utilize our ALPR technology.

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

JENOPTIK has a Small Business Subcontracting Plan (SBS) that fosters commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. A sample plan is listed below. Each subcontractor's classification is verified using SAM.gov search method and/or confirmed directly with subcontractor.

JENOPTIK ensures to:

- a) Include the clause FAR 52.219-8 entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.
- b) Submit periodic reports as required.
- c) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR) using eSRS as required.
- d) Confirm that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS as required.
- e) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs.
- f) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

In regards to current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises, JENOPTIK has contracts with the following business enterprises:

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Contractor	Ownership	Contact	Description
Rainbow Research Optics, Inc.	Asian-Pacific American Owned	Eli Bruner, 303-371-3000	Manufacturing optical components
Exactration, LLC	Woman Owned Business	Debbie S. Terrel, 502-377-0009	Machinery - targeted precision
Clear Align, LLC	-Woman Owned Business -Hispanic American Owned -Woman Owned Small Business	Justin Wexler, 484-956-0510	Manufacturing Electro-optics

Tab 9 – Required Documents

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

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 \$250,000, 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.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(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)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(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.

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(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.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions

(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.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(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,

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Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(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).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(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.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(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.

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- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
 - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

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.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

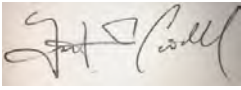
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror: Traffipax LLC

Address: 16490 Innovation Drive

City, State, Zip: Jupiter, FL 33478

Authorized Signature:  _____

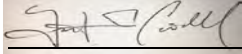
Date: 3/23/22



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

Vendor Potential	_____
	Traffipax LLC
Print Name	_____
	Finbarr O'Carroll
Address	_____
	16490 Innovation Dr
City, Sate, Zip	_____
	Jupiter FL · 33478 · USA
Authorized signature	_____
	
Date	_____
	3/23/22

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.

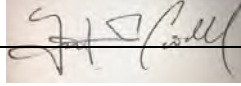
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

A rectangular box containing a handwritten signature in black ink, positioned above a horizontal line.

Date

March 23, 2022

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	Traffipax LLC
Address	16490 Innovation Dr ·
City/State/Zip	Jupiter FL · 33478 · USA
Telephone No.	1.561.881.7400
Fax No.	1.561.760.1938
Email address	finbarr.ocarroll@jenoptik-inc.com
Printed name	Finbarr O'Carroll
Position with company	President Light & Safety Americas

Authorized signature 

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,

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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%20and%20Territories.shtml)

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