

Request for Proposal (RFP) for Security Solutions Products and Services

Solicitation Number: 33-20

Publication Date: Tuesday, October 6th, 2020

Notice to Respondent:

Submittal Deadline: Thursday, November 19th, 2020 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, November 12th, 2020. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Security Solutions Products and Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Foodservice Equipment, Smallwares, Parts, Design and Installation, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by

Region 14 Education Service Center

For

Security Solutions Products and Services

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 33-20

NCPA

National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Security Solutions Products and Services.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Respondents must provide explanation on how they will provide either Catalog and/or price lists in their accompanying proposal. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

◆ Vendor Scope

- It is the intention of Region 14 ESC to establish a contract with vendor(s) for Security Solutions Products and Services. Awarded vendor(s) shall provide products and perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those that are in place. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply.
- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.
- Region 14 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, Region 14 ESC also requests any value-add product or service that could be provided under this contract.
- While this solicitation specifically covers Security Solutions Products and Services, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Instructions to Respondents

◆ Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in an alternate format (e.g. xlsx, xls, csv).

◆ Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ 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 one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor 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 the written estimate of delivery time by the vendor to the entity 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. All deliveries shall be freight prepaid, F.O.B. destination.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates 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 to shall include, as a cost of sale to the awarded vendor, 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. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- ◆ Audit rights
 - Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right

shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

- ◆ 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.

- ◆ Licenses and Duty to keep current licenses

- Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

- ◆ 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. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
- Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - ◆ Providing material that does not meet the specifications of the contract;
 - ◆ Providing work and/or material that was not awarded under the contract;
 - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
 - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
 - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

◆ Open Records Policy

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

counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply

◆ Cancellation for Conflict of Interest

- Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

◆ Registered Sex Offender Restriction

- Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

◆ Contract's Employment Eligibility

- By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity 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 awarded vendor. All costs necessary to verify compliance are the responsibility of the award vendor.

◆ Terrorism Country Divestments

- Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

◆ Fingerprint Checks

- If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

◆ Indemnification

- Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

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(s) 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 one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms or any combination of time equally not more than 4 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 and has written approval of NCPA and Region 14 ESC.
- ◆ 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 volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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

Evaluation Criteria

- ◆ Product & Services/Pricing (40 points)
 - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
 - Competitive Level of Pricing for vendor's available products and services
 - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
 - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
 - Other factors relevant to this section as submitted by the responder(s)

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
 - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
 - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
 - Respondent(s)' processes, and quality of organizational structure
 - Contract implementation/Customer transition
 - Financial condition of vendor
 - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
 - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
 - Other factors relevant to this section as submitted by the proposer

- ◆ References (10 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years


- ◆ Qualification and Experience (15 points)
 - Respondent(s)' reputation in the marketplace
 - Past relationship with Region 14 ESC and/or NCPA members
 - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
 - Experience and qualification of key employees
 - Location and number of sales persons who will work on this contract
 - Marketing plan and capability
 - Past experience working with the government sector
 - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
 - Other factors relevant to this section as submitted by the proposer
- ◆ Value Added Services Description, Products and/or Services (10 points)
- Marketing and agency Training
 - Customer Service
 - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
 - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
 - Green initiative(s) (e.g.; philosophy, certificates, awards)
 - Quality and breadth of value add(s)
 - Other factors relevant to this section as submitted by the proposer

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	<u>ADANI Systems, Inc.</u>
Address	<u>13631 Poplar Circle</u>
City/State/Zip	<u>Conroe, Texas 77304</u>
Telephone No.	<u>936-588-2064</u>
Fax No.	<u>936-249-0318</u>
Email address	<u>mgregorio@adanisystems.com</u>
Printed name	<u>Marc Gregorio</u>
Position with company	<u>Business Development Manager, Eastern Region</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and ADANI Systems, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 12-14, 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 Security Solutions Products and Services;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or 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:

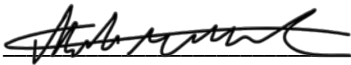
Agency Name	State	Zip Code	Date	PO or Job #	RQN Number	Sale Amount	Admin Fee
Total							_____

- Each month 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 of three (3%) for the amount of the agency’s purchase order less any applicable sales tax and Performance and/or Payment bond cost. 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.
- 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 five (5) 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 underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.


◆ **General Provisions**

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: December 8, 2020

Vendor: ADANI Systems, Inc.

Name: Marc Gregorio
 Title: Business Development Director
 Address: 13631 Poplar Circle
Conroe, Texas 77304
 Signature: 
 Date: November 17, 2020

NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process


Fill out the form on the Facilities page at www.NCPA.us

(Direct link is <http://www.ncpa.us/Facilities/Register>)

*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted *and* a proposal number received *before* you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date	<u>November 17, 2020</u>
RFP Number	<u>33-20</u>
Company Name	<u>ADANI Systems, Inc.</u>
Printed Name	<u>Marc Gregorio</u>
Signature	<u></u>

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 | |

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

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

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 CONROE, State of TEXAS

◆ **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:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: _____

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Michelle Ortolani

Title: Executive Administrative Manager

Company: ADANI Systems, Inc.

Address: 13631 Poplar Circle

City: Conroe State: Texas Zip: 77304

Phone: 936-588-2064 Email: michelle@adanisystems.com

▪ **Purchase Orders**

Contact Person: [Heather Leners](#)
Title: [Sales Administrator](#)
Company: [ADANI Systems, Inc.](#)
Address: [13631 Poplar Circle](#)
City: [Conroe](#) State: [Texas](#) Zip: [77304](#)
Phone: [936-588-2064](#) Email: hleners@adanisystems.com

▪ Sales and Marketing

Contact Person: [Marc Gregorio](#)
Title: [Business Development Director, Eastern Region](#)
Company: [ADANI Systems, Inc.](#)
Address: [13631 Poplar Circle](#)
City: [Conroe](#) State: [Texas](#) Zip: [77304](#)
Phone: [301-922-4271](#) Email: mgregorio@adanisystems.com

◆ Pricing Information

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

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

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

Yes No

Tab 4 – Vendor Profile

Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

GENERAL:

1. Company's official registered name.

ADANI Systems, Inc.

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

ADANI Systems Inc. (est. 2006) is a certified U.S. Small Business and the exclusive source for ADANI products in the United States of America. ADANI (est. 1991) is an innovative high-tech enterprise with full production cycle including research, development, design, manufacturing, sales, and maintenance. We are one of the world's premier manufacturer of X-Ray Imaging systems for the non-destructive testing/process control, medical imaging, and security inspection markets.

ADANI is the original developer and patent holder of Transmission X-ray Full Body Scanners (U.S. Patent# 7,016,473, B1), Dual View Body Scanners (U.S. Patent# 9,392,983 B2) and Narcotics Detection (U.S. Patent# 9,576,219 B2).

The company employs about 405 people globally. ADANI is specialized in development of fundamentally new technologies in the spheres of security X-ray inspection systems, medical X-ray equipment and analytical instruments. The company's quality management system is certified since 2002 for compliance with ISO 9001 and ISO 13485 standards. ADANI, as a security technology company, offers complex technical solutions that ensure security and has created a range of X-Ray inspection systems for personnel security screening, baggage, parcel, cargo and vehicle inspection.

The strategic goal of ADANI is to provide the highest image quality at competitive prices, ensuring a cost-effective solution for all our customers. The security and inspection systems have robust design, long lifetime with local maintenance and application support, thereby creating a comprehensive package for users.

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

00-606-1125

4. Corporate office location.

ADANI Systems, Inc.
13631 Poplar Circle
Conroe, Texas 77304

5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.

Ortolani, Scott - Chief Operating Officer
Klokov, Vladimir - Vice President
Gregorio, Marc - Business Development Director, Eastern Region
Rivello, Paul - Business Development Director, Western Region

Horvath, Wayne - Regional Sales Manager, New England
Ricards, Luke - Regional Sales Manager, Midwest
Wright, Terry - Regional Sales Manager, South
Ortolani, Michelle - Executive Administrative Manager
McCloskey, Dan - Production Manager
Trumbo, Brandon - Service Manager
Almanza, Ariel - Field Service Engineer
Beskorovainy, Vladimir - Field Service Engineer
Bowers, James - Field Service Engineer
Keuma, Tyson - Field Service Engineer
Leners, Joseph - Field Service Engineer
Marley, Matthew - Field Service Engineer
Mitchell, Artemus - Field Service Engineer
Preto, David - Field Service Engineer
Shmakov, Egor - Field Service Engineer
Smith, Nigel - Field Service Engineer
Leners, Heather - Sales Administrator
Fain, Emily - Inside Sales Representative
Holt, Philip - Production Technician

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone, and e-mail address.

Vladimir Klokov, VP Administration
5731 NW 151st Street
Miami Lakes, FL 33014
703-528-0035
klokov@ADANIsystems.com

Scott Ortolani, Chief Operating Officer
13631 Poplar Circle
Conroe, TX 77304
786-473-0038
sortolani@ADANIsystems.com

Paul Rivello, Business Development Director
77639 Yardley Way
Valencia, CA 91354
661-297-0280
privello@ADANIsystems.com

Marc Gregorio, Business Development Director
c/o 3 Tom Fox Court
Poolesville, MD 20837
301-922-4271
mgregorio@ADANIsystems.com

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
- Sales Marc Gregorio, Business Development Director
<https://www.linkedin.com/in/marc-gregorio-33b94b9>
 - Sales Support Paul Rivello, Business Development Director
<https://www.linkedin.com/in/paul-rivello-4a091476>
 - Marketing Emily Fain, Inside Sales Representative
<https://www.linkedin.com/in/emily-fain-965800128/>
 - Financial Reporting Heather Leners, Sales Administrator
<https://www.linkedin.com/in/heather-leners-3b0437179/>
 - Executive Support Scott Ortolani, Chief Operating Officer
<https://www.linkedin.com/in/scott-ortolani-0214649>

8. Define your standard terms of payment.

NET 30 DAYS ON APPROVAL OF CREDIT

9. Who is your competition in the public marketplace?

Smith's Detection
Tek 84
OD Security
Rapiscan Systems
Astrophysics, Inc.

12. What is your strategy to increase market share in the public space?

ADANI is launching a national sales and marketing campaign, focusing on State and Local entities, through trade shows (Law Enforcement, Corrections, Judicial and School Security), association memberships, web-based and print advertising, editorial advertising in selected print and digital media outlets.

13. What differentiates your company from your competitors?

Our body scanner technology is best-in-class in imaging performance, operation flexibility, and robust construction. We are the first to deploy automated detection technology in this class of system. We are the world leader in continual development of whole body security imaging solutions.

Our BV Line of Conveyor X-Ray feature class leading threat detection automation technologies, best-in-class image, world class touch screen operator interface, robust construction, and advantageous pricing.

We are the only manufacturing this space to offer ALL types on non-intrusive security scanning systems, from small packages up through fully loaded tractor-trailers.

14. Briefly summarize your company's Quality control/Quality assurance program.

ADANI conforms to ISO 9001 and 13485 standards as well as the directive 93/423/EEC. ADANI anticipates and addresses quality issues before they arise using proven effective methods which ensure that all actions are positive, guaranteeing the fulfilment of the specified requirements of our products, as follows:

- Material and component quality input control

- Manufacturing in-process control
- Systematic inspection of the equipment/machine's condition, monitoring and measurement of equipment and devices, as well as the manufacturing environment and product transportation, process discipline observation, and other inspections
- Ultimate product control
- Control results recording

15. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

ADANI Systems is not currently, nor has been, involved with litigation pertinent to the execution of this contract.

16. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.

ADANI's Body Scanner Systems reduce costs for using agencies by preventing the introduction of drugs and other threats into prisons and jails. This contraband causes \$Millions in damage to agency budgets due to resultant hospitalizations, wrongful death litigation, etc. For example, one State Corrections Agency customer has reported an overall reduction of drug seizures inside their facilities of over 50%, which yields lower overall health care costs for both staff and inmates.

PRODUCTS:

17. What is the reputation of your company's products in the public marketplace?

ADANI Systems is the world's leading manufacturer of X- Ray Body Scanners. We have over 1000 units in service with prestigious State Corrections Agencies

143 State Correctional Facilities currently use **242** ADANI body scanners in **15** states

What our customers say about COMPASS

Arkansas Department of Corrections
Major Randy Shores: "The scanners are working great! We are knocking the socks off our contraband problem"

Virginia Department of Corrections
Program Manager, Yulonda Wyche: "I definitely would recommend the use of these body scanners."

Louisiana Department of Corrections
Lieutenant Renee Ratcliff: "I have so much more confidence in our ability to search for contraband."

Pennsylvania Department of Corrections
Secretary of Corrections, John Wetzel: "The scanners have been a real game-changer, for us."

South Dakota Department of Corrections
Director, Clifton Fantroy: Safety is our number one concern for our staff and inmates. COMPASS DV with DruGuard® is helping make it a reality."

ADANI Systems has over 700 body scanners deployed in the United States.

November 2020 www.adanisystems.us

18. What equipment/system support documents will your company provide?

Depending on the system procured, ADANI Systems offers web-based training and provides up to 8 hours on-site operator and manager training for our security systems. We also provide printed and digital copies of operator guides and maintenance as well as offer to supply technical service information and training to large-scale customers that possess this in-house expertise.

19. Identify the process of receiving a purchase order to the ordering of equipment.

Once a purchase order is received, the order acknowledgement is sent within 2 business days. If product is available, coordination of delivery and installation will take approx. 1 week. If no inventory available, delivery is dependent upon production.

20. Describe your company's shipping schedule notification procedures.

Customer receives order acknowledgment as soon as order is entered. Order A contains est. ship date. Before actual shipment, customer is notified shipment is ready. Customer must acknowledge readiness to receive shipment.

21. Describe how your company deals with shipping delays. How do you notify your customer of delays?

Customer is notified both verbally and via email of any delays in shipping.

22. Provide your shipping schedule reporting form. How many times do you update?

ADANI does not use a schedule reporting form. Order acknowledgement form contains estimated shipping information.

23. How many products do you stock? Where?

ADANI equipment stock levels vary. ADANI stocks several examples of each product at any given time. All stock is kept at our headquarters in Conroe, Texas.

24. What is your percentage of on-time delivery at each manufacturing plant?

N/A

25. Describe any direct order entry system or capabilities your organization has such as internet capabilities.

N/A

26. Are all security products UL listed and in compliance with all applicable codes in all states?

Many ADANI products are UL listed; others are in process.

27. If your product is defective, what is the replacement process and turnaround?

24-48 hours

28. What is the capability of your company to respond to emergency/rush orders?

In some instances, certain items are available for immediate 48-hour shipment: dependent on inventory levels.

29. State whether your company provides a quality guarantee on your products. If so, please describe.

N/A

30. Describe your procedures to monitor the quality of your products.

All products are inspected prior to leaving the manufacturing plant and prior to shipment.

31. Do you offer extended parts and labor warranties? If yes, state length of warranty.

ADANI's warranty terms are in 12 month increments with the option to purchase multiple years for additional discount. Warranty includes preventative maintenance visits, radiation safety survey, technical support, replacement parts, labor, shipping, travel, software upgrades when available, as well as a significant discount on hardware upgrades.

32. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.

Arkansas DOC – 5 year warranty
 California State Hospital – 5 year warranty
 Louisiana DOC – 2 year warranty
 Virginia DOC – 2 year warranty

33. What is your standard warranty on replacement parts?

Standard warranty is 12 months with the option to purchase additional years.

34. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?

ADANI uses a CRM for all tracking purposes

35. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?

Pricing will be honored in all 50 States and Territories, however, outside the Contiguous US (including States of AK and HI) freight will be quoted on a case-by-case basis.

SERVICES:

36. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.

ADANI Systems hours of operation are from 9:00am to 5:00pm CST. Our headquarters in Conroe, TX houses our warehouse where all parts and inventory is maintained. We have 10 Field Service Engineers located throughout each region of North America.

37. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.

Level	Name	Description	Type	Operating hours
P1	Scheduled Task	Scheduled maintenance or mutually agreed upon date/time for work to occur. (example: Preventative Maintenance, Installation, Training)	Task	8x6
P2	Low	Low priority where productivity and overall impact to the organization is not affected (example: Light Bulb, Configuration, Software Update)	Problem	8x6
P3	Normal	Medium priority where productivity is impacted for a single user and considered a nuisance (example: Log On, Reporting, Printing, Image Storage/Export)	Problem	8x6
P4	High	High priority where productivity is impacted for multiple/many users and is considered detrimental to the operations of the customer (example: Full features not functioning, intermittent errors, need to reboot the system)	Problem	24x7
P5	URGENT	CRITICAL / OUTAGE where all systems/services are unavailable for all users/offices. No workaround available. (example: Hard error message and the unit will not function/scan, Unit does not power on)	Incident	24x7

* MTTR is defined as the time it took to fix the issue, not the time waiting for customers, suppliers or third parties.

38. Discuss your organization’s capability and historical flexibility in completing timely service calls and problem resolution.

ADANI has a dedicated 24/7 technical support number as well as 11 Field Service Engineers located throughout the country.

39. Please describe the quality program(s) within your company which measures your service work.

We measure the work against factory standards and all technicians are factory trained. ADANI follows up with each customer after every repair.

40. Describe your call center organization.

ADANI’s call center is for technical support. We have an administrative staff for other issues that may arise.

41. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?

Orders are generally received via email.

42. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?

Escalation Matrix

Level	2 Hours	4 Hours	8 Hours	24 Hours	48 Hours	72 Hours
P1	ADANI Systems, Inc. Service Line 844-989-6789					Brandon Trumbo 858-829-1523
P2	ADANI 844-989-6789		Ariel Almanza 720-296-6089	Brandon Trumbo 858-829-1523	Dan McCloskey 303-802-7071	Marc Gregorio 301-922-4271
P3	ADANI 844-989-6789		Ariel Almanza 720-296-6089	Brandon Trumbo 858-829-1523	Dan McCloskey 303-802-7071	Marc Gregorio 301-922-4271
P4	ADANI 844-989-6789	Ariel Almanza 720-296-6089	Brandon Trumbo 858-829-1523	Dan McCloskey 303-802-7071	Marc Gregorio 301-922-4271	Scott Ortolani 936-588-2064
P5	ADANI 844-989-6789	Ariel Almanza 720-296-6089	Brandon Trumbo 858-829-1523	Dan McCloskey 303-802-7071	Marc Gregorio 301-922-4271	Scott Ortolani 786-473-0038

43. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.

Call received from technical support line; return call within 2 hours; assess the problem; if necessary, technician on site next business day; repair completed within 48 hours; invoice (if not under contract) sent to customer within 2 days.

44. What technology such as GPS tracking does your company use to track completion of repairs?

N/A

45. What is the reputation of your company’s service in the public marketplace?

Excellent

46. Identify the process of receiving a purchase order to the providing of a service contract.

Contact customer, explain coverage and options, send quote, customer sends PO.

47. Describe your company's startup and system checkout responsibilities

We have a factory certified installation and site acceptance checklist and report to ensure the system performs to company standards.

48. Describe your company's post-installation and warranty support

ADANI has a dedicated service team that maintains warranty status, troubleshoots, schedules and completes repairs as needed.

49. Describe your company's steps for system analysis.

N/A

50. Discuss your company's current computer systems architecture. How does your company's computer system guarantee customer receive consistent service support, security responsibility verification, and management reporting?

N/A

51. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?

All purchase orders and invoices are tracked in our CRM and customers are notified if past due.

52. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.

ADANI does not contract any of our services and all technicians are factory trained.

53. Is warranty coverage dependent on using your start-up procedure?

Yes

54. Who performs your start-up procedure?

Factory trained Field Service Engineers

55. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.

Discussion with customer to identify what systems need replacement then work to negotiate pricing.

56. Describe what project scheduling tools your company use to track projects during construction.

N/A

57. Describe how your company handles site development and project permitting process.

N/A All projects should be handled by the facility.

58. Describe your company's construction management plan.

N/A

59. What is your standard warranty on installation?

Standard warranty is 12 months with the option to purchase additional years at the time of sale.

60. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.

No

61. State whether your company provides a quality guarantee on your service. If so, please describe.

While there is no guarantee, ADANI takes pride in our work and strives to give the best service to our customers.

62. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?

N/A

SAFETY:

63. Describe your company's safety program during service/repair work.

N/A

64. Describe your company's safety program during construction.

N/A

65. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.

N/A

66. What reporting mechanism does your company provided to the customer upon completion of any project?

Upon completion of any x-ray system installation, ADANI FSE conduct a radiation safety survey in accordance with applicable NRC and ASNI standards and provide this report to the customer. This survey information also retained by ADANI Systems as part of their ongoing quality control program.

MARKETING/ SALES

67. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites ADANI participates in several online user forums, such as "CorrectionsOne", for prison and jail customers. We will agree to expand this to any other such web-based communities as Region 14 suggests, to touch other communities served by this contract – state & county purchasing groups, educational security and administration, law enforcement.
- c. Direct mail campaigns - ADANI currently uses e-mail and newsletters to select customer groups; we are planning to expanding this effort using mas e-mail marketing and automated follow tools, such as Mail Chimp, to initiate quotations and online technology demonstrations/webinars.
- d. Co-branded collateral pieces - We will be happy to work with NCPA to co-brand specific marketing pieces for their membership and distribute in a fashion approved by NCPA.
- e. Advertisement of contract in regional or national publications - ADANI is already engaged in National advertising (Corrections Today, etc.). AT NCPA's suggestion, we can easily expand this effort to educational security or other niche market publications.

- f. Participation in trade shows - ADANI participates in both national and regional security, corrections, and law enforcement trade shows
- g. Dedicated NCPA and Region 14 ESC internet web-based homepage with:
 - i. NCPA and Region 14 ESC Logo
 - ii. Link to NCPA and Region 14 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any
 - v. amendments, marketing materials

ADANI already has a web page on NCPA and Region 14

68. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

We believe the advantages of this contract to eligible entities will be:

- Fixed, established terms and pre-negotiated pricing
- Quick turnaround and streamlined acquisitioning
- Elimination of RFP/Bid specification development, advertisement, and administration
- Pre-established order, invoicing, and payment channels
- Projected volume discounts spread across the entire membership community

69. Explain how your company plans to market this agreement to existing government customers.

ADANI Systems will initiate an outreach campaign to all pertinent State and County government entities (Courts, Schools, Jails, Prisons, etc.) announcing the establishment of our NCPA Contract.

This announcement would include information on how to receive product information, technical specifications, features/benefits, links to NCPA Procurement and contract information, quote request information, etc. (precise details to be resolved after award).

70. Provide a detailed 90-day plan describing how the contract will be implemented within your company.

Upon Award, ADANI systems will:

- Assign a lead NCPA Program Manager, who will manage implementation of Customer Outreach, Advertising and Socialization of the NCPA Contract to user communities
- Establish financial tools – quote log, order acknowledgement, billing, reporting, and administrative fee payment schedules.
- Set up and monitor EFT and other banking lines as appropriate per NCPA requirements

71. Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.

All ADANI Direct Sales and representative/agents will be instructed on the mechanics of the NCPA Contract within 30 days of award. This will include live training and webinar- type sessions; this will pay particular attention to the requirements of NCPA Registered Vendor Quotation Number Process outlined in Tab 3.

72. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

ADANI Systems agrees to provide our Company logo to NCPA region 14 for uses in their marketing and promotional activities. ADANI Systems reserves right of approval for proper use info these logos, tradenames, and product information in such communications.

73. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$_____ in year one

\$_____ in year two

\$_____ in year three

ADMINISTRATION

74. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

N/A

75. Describe the capacity of your company to report monthly sales through this agreement.

Through the implementation of the NCPA Registered Vendor Quotation Number Process, ADANI will reference NCPA Quotation Number and Contract Number on all orders, billing and payment information. This data will be automatically assembled into a monthly report and forwarded to the appropriate parties.

ADANI Systems records a "sale" when final payment of invoices is received. The NCPA Administrative Fee will be paid in the month following receipt of payment of NCPA Contract Invoices.

76. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

N/A ADANI Systems does not anticipate repeat monthly billing to customers that would require reporting as detailed above.

77. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

N/A

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to [reduce our carbon footprint](#), reduce waste, promote energy conservation, ensure [efficient computing](#), and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

78. Please provide your company's environmental policy and/or green initiative.

N/A

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***. M/WBE, HUB, DVBE, small and ***disadvantaged business certifications and other diverse business certifications***, as well as manufacturer certifications for sales and service must be included if applicable.

Tab 5 – Products and Services

MOBILE INSPECTION POINT (MIP)

MIP BV

A RAPIDLY DEPLOYABLE MOBILE INSPECTION SOLUTION CAPABLE OF SCANNING SMALL PERSONAL BELONGINGS UP TO SMALL CARGO ITEMS.



CUSTOMS CHECKPOINTS



BORDER CHECKPOINTS



VIP RESIDENCES



PUBLIC EVENTS VENUES

ADVANTAGES

- Wide range of tunnel sizes (including 100x100DV)
- Mobility
- Energy independent system
- Fast deployment



OPTIONS:

- Various vehicle chassis
- Registration software
- Document reader
- CCTV
- Air conditioner / Climate control in the operator's room
- Hydraulic stabilization system
- Folding awnings
- Radiation monitor

With continual development of our products ADANI reserves the right make changes to the design and specifications at any moment and without notice



KEY FEATURES

The automatic identification of suspicious objects (drugs, explosives)

Improved three-color / seven-color and introducing infinite-color imaging

Quick start-up and shutdown

Real-time self-diagnostics

Adaptive cooling system

Software algorithms produce automatic highlighting of objects such as weapons, explosives and narcotics. Very dense items are highlighted with a border.

The operator is free to select:
 * Improved three-color imaging (Organic/Inorganic/Mixed)
 * Seven-color imaging - more detailed than three-color palette for the specific atomic range of narcotics.
 * Infinite palette is an excellent platform for coloring various materials on an X-ray image. Clear images of complex overlays and varying material thicknesses are now achievable. This represent an opportunity for operators to see pure gradients without color noise; almost like in real life.

Due to the new configuration of hardware, the system becomes ready for operation within 30 seconds. The instant shutdown of the system is now also possible.

The status of all the important assemblies and components is controlled in the online mode, allowing the system to be kept operational and the operator to be informed about any changes in good time.

Improved software and thermostat control reduce cooling fan operation.

Material Type	Atomic Number	Three Colours	Seven Colours	Infinite Palette	Example	Possible Threat
Light Organics	1-5	Bronze	Red		Polyethylene, light hydrocarbons	Natural gas, gasoline
Organics	6-8	Bronze	Bronze		Timber, oil	Explosives
Light Inorganics	8-10	Bronze	Olive		Paper, teflon	Narcotics
Inorganics	10-12	Green	Lime		Glass	Jewellery, gems
Nonmetals and Light Metals	12-18	Green	Green		Aluminum, silicon	Powder, detonators
Heavy Metals	18-30	Blue	Blue		Iron, steel	Weapons, ammunition, knives
Dense Metals	30+	Blue	Purple		Gold, silver	Contraband
Impenetrable	-	Black	Black	Black	Lead	Masked dangerous objects

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 info@adanisystems.com

0493-SA11122019

ADANI

X-RAY BAGGAGE INSPECTION SYSTEMS



LAW ENFORCEMENT



SCHOOLS AND UNIVERSITIES



CRUISE SHIPS



HOTEL COMPLEXES



MAIL ROOMS



AIRPORTS



GOVERNMENT BUILDINGS



VIP RESIDENCES



PUBLIC EVENTS VENUES



SHOPPING MALLS

ADANI BV product line was especially designed to meet the modern requirements of security providing innovative and effective screening solutions.

Dual energy X-ray inspection allows operators to detect weapons, explosives (including plastic explosives), drugs, fuses and dangerous objects representing a safety hazard.

Parcel, baggage and small cargo inspection systems comprise a wide range of tunnel sizes, conveyor heights and load capacities incorporating in practically any security screening infrastructure. The full mutual integration of ADANI products creates the most comprehensive inspection checkpoints.

SINGLE VIEW MODELS

BV STREAM

CUSTOMER-FOCUSED SOLUTION FOR HIGH-TRAFFIC CHECKPOINTS

Tunnel size: 20.5" x 12.6"



KEY FEATURES:

- Customizable exterior design
- AI threat detection (guns, knives, bombs)
- 2x scanning speed
- Automatic scan process
- Remote control via mobile devices (smartphone, tab)

BV 5030CA

COMPACT AND EASY-TO-USE DESKTOP X RAY INSPECTION SYSTEM FOR QUICK AND EFFECTIVE SCREENING OF HAND BAGS AND PARCELS

Tunnel size: 20.9" x 13.1"



BV 5030CA is an ideal solution for the inspection of handbags and small baggage within the limited space and unequipped inspection area. This lightweight system can be easily relocated without the use of special equipment.

SINGLE VIEW MODELS

BV 5030

Tunnel size: 20.5" x 12.6"



BV 6045

Tunnel size: 24.0" x 17.7"



BV 6080

Tunnel size: 24.0" x 31.9"



BV 100100TB

Tunnel size: 39.8" x 39.8"



BV 160165

Tunnel size: 68.9" x 65.0"



BV 160180

Tunnel size: 68.9" x 70.9"

With continual development of our products ADANI reserves the right make changes to the design and specifications at any moment and without notice

DUAL VIEW MODELS

BV 6045DV

Tunnel size: 24.4" x 17.7"



BV 7080DV

Tunnel size: 27.2" x 31.5"



BV 100100DV

Tunnel size: 39.8" x 39.8"



BV M.A.X.

COMPACT, LIGHTWEIGHT AND PORTABLE X-RAY SYSTEM FOR EFFECTIVE INSPECTION OF MATTRESSES AND INMATES PERSONAL PROPERTY

KEY FEATURES:

- Automatic detection of any mattress anomaly
- Fits through standard interior doorways
- Full baggage scanner functionality
- Mattresses, mail and personal property inspection

Tunnel size: 34.3" x 9.4"



US PAT # 9,709,694 B2

MIP COMPASS

WE BRING THE EXCELLENCE OF COMPASS TO ANY DESIRED LOCATION

FEATURES:

- Radiation safety inside and outside the vehicle
- Automatic doors
- Visual scanning process control
- Vehicle TUV approval



MOBILE INSPECTION POINT



COMPASS MIP is a van based security inspection point that comprises a full body X-ray security system and operators workstation. It was designed as a mobile and most flexible body scanning solution for the use by law enforcement agencies. The unit operates well in any type of weather conditions and under a wide range of ambient humidity and temperature levels.

COMPASS INTEGRATION

• Unique ADANI software provides full and effective integration of the inspection systems into any security infrastructure with the possibility to connect to any of the peripherals including document scanners, CCTV, fingerprint scanners, barcode readers, etc.

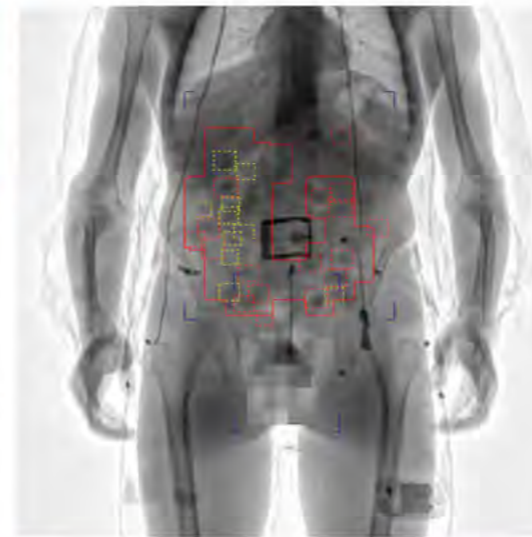


With continual development of our products ADANI reserves the right make changes to the design and specifications at any moment and without notice

DRUGGUARD

PATENTED AUTOMATED
NARCOTICS DETECTION SOFTWARE

This intelligent software analyzes the X-ray images received on COMPASS body scanner and highlights torso area in which narcotics may be hidden by a suspected trafficker or "mule". This sophisticated software accurately identifies and alerts the operator to the presence of suspected narcotics. Currently deployed at airports and border crossings, it has proven to be a valuable tool to assist customs and law enforcement personnel in drug interdiction efforts.



SOFTWARE CAPABILITIES:

- Effective detection of concealed narcotics
- Reduced image analysis time
- Remote retrofit upgrade capability
- Storage of all images with highlighted zones
- Low percentage of false alarms
- Track operator effectiveness

AI SMART DETECTION

AUTOMATIC DETECTION AND INDICATION OF THREATS AND CONTRABAND ON AND INSIDE THE HUMAN BODY.



- elements of clothes
- electronic devices
- dangerous items and threats
- other items non-belonging to human body

04396-04/11/22/019

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ADANI

FULL BODY X-RAY SECURITY SCREENING SYSTEMS



SMART DETECTION
ASSISTANCE



JAILS AND PRISONS



AIRPORTS



SECURITY CHECKPOINTS



GOVERNMENT BUILDINGS



BORDER CROSSINGS



VIP RESIDENCES



MILITARY FACILITIES



PUBLIC EVENTS VENUES



CRITICAL INFRASTRUCTURE



MINES

Every day millions of people all over the world pass through security checkpoints, hoping to do so as quickly and conveniently as possible. To enable this, ADANI invented innovative all-encompassing transmission X-ray technology for personnel security screening for checkpoint inspection at prisons, airports, border crossings and government buildings or wherever high security is required. One of the most important advantages of these body scanners is the detection of all types of dangerous substances, including liquid explosives, even if they are concealed – not only under clothes but also in body cavities and prosthetic devices. Its capabilities are much wider than the ordinary metal detectors of competitive systems.

COMPASS SMART DV

TRUE DUAL VIEW BODY SCANNER



THREATS AND CONTRABAND DETECTION:

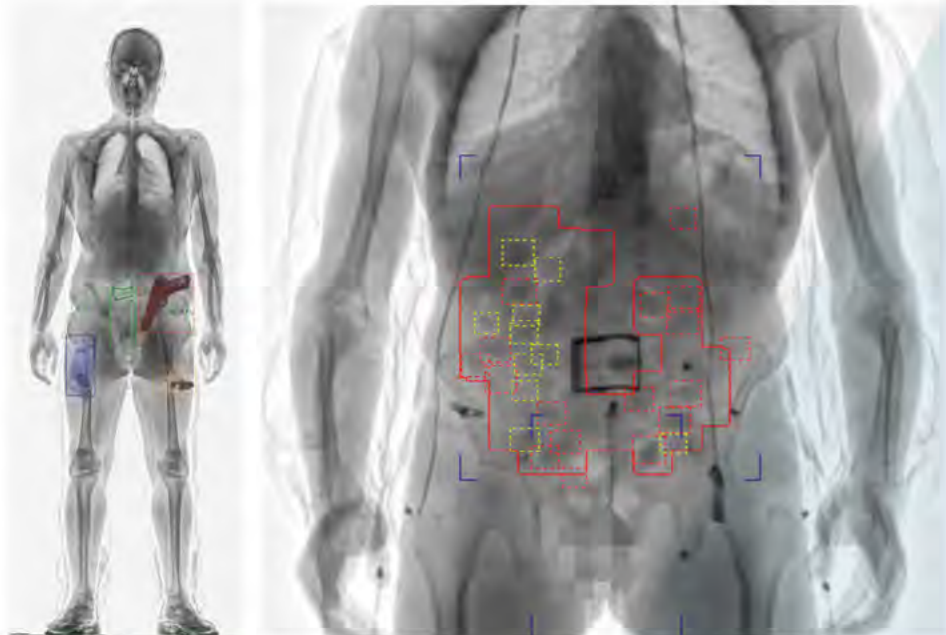
- Narcotics
- Firearms
- Explosives
- Knives and blades
- Electronics and phones
- Precious stones and metals
- Other prohibited objects

COMPASS SMART DV is the most innovative, sophisticated and safe transmission X-ray full body security screening system.

COMPASS SMART DV generates two separate images of the individual being screened from two different angles (stereotaxis).

One image displays the full body head-to-toe view, while the other is focused on the torso zone, which is considered the most critical part of the person being inspected.

The Dual View option greatly increases detection efficiency, especially with small quantities of narcotics and other commonly smuggled substances.



COMPASS SMART

SINGLE VIEW BODY SCANNER



COMPASS SMART is a cost-effective single view X-ray transmission full body security screening system for high throughput checkpoints.



MODULAR DESIGN

- 4-joint construction
- Fast installation & easy alignment
- Easily relocatable
- Country independent power source

COMPASS OPTIONS

CONVEYOR

Upon the customer's demand or security site specifications, COMPASS can have a conveyor modification.



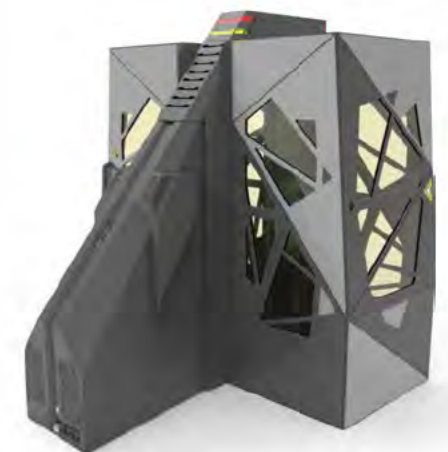
SHIELDED OPERATOR'S WORKING PLACE

A specially developed X-ray protective shield is an ideal solution ensuring maximum protection for the operator from the radiation scattered during the scanning process, as well as helping to save money. The use of the shield is recommended only when the operator needs to stay critically close to the system. Passersby have no access to the area around the system, so the size of the safety perimeter around the scanner is of no consequence.



COMPASS XSC

The X-ray Shielding Cabin allows minimization of the safety zone around the scanner, thus accommodating both the operators and inspected individuals at any distance from the scanner (even the closest ones) during the inspection when the extra restrictions are implemented. It is effective when used with dual and single view systems. It becomes even more effective when used in confined spaces or crowded places. The X-ray protective glass and video surveillance system preserves the transparency of the scanner and scanning process. Automatic door drives provide safe and comfortable operation.



ADANI

INNOVATIVE NEW PLATFORM FOR PEOPLE SCREENING



CLEARPASS

REVOLUTIONARY HIGH THROUGHPUT BODYSCANNER

3-SECOND SCAN TIME
ADA COMPLIANT
SUPERIOR IMAGING
STATIONARY SCANNING
UV SELF-SANITIZATION



THREAT AND CONTRABAND IDENTIFICATION

• SAFE • FAST • SMALL • CONVENIENT • UPGRADABLE

With continual development of our products ADANI reserves the right to make changes to the design and specifications at any moment and without notice.

ADANI

CLEARPASS

Dimensions: _____ 86" L x 60" W x 93" H
Workstation: _____ 22" W x 27" D
Monitor: _____ 24" HD Color Monitor
Power Requirements: _____ 120VAC/20amp
Selectable Scan Settings: _____ 0.25uSv - 4.0uSv
Generator type: _____ Monoblock
Generator voltage: _____ 160kV (200kV in option)
Detector configuration: _____ Linear
Detector size: _____ 1.5 mm pixel detector plates
Wire detectability: _____ 42 AWG
Resolution: _____ up to 5K

AI assisted Full Body Auto-detection
DruGuard Narcotics Detection Algorithm
Windows 10 Professional



DETECTION THROUGH INTELLIGENCE AND MACHINE LEARNING

- Contraband/threat identification
- PREA Compliance, Privacy protection
- Controlled inspection **red** light / **green** light signaling

EASE OF USE

- Intuitive Operator Interface
- Person to be screened remains stationary
- Industry best 2.5 second image acquisition time
- Standalone or Integrated Operator's Workstation
- Compact footprint AND low height
- Wheelchair compatible (US ADA Compliant)



**OPTIONAL
INTEGRATED
WORKSTATION**

0503-SA20052020

CLEARPASS is compliant with ANSI/HPS N 43.17 - 2009 standard. It also conforms to FDA radiation standards.

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SERVICE CONTRACT TERMS AND CONDITIONS

This Contract sets forth the entire agreement between ADANI Systems, Inc., ("ADANI", "us", "our" or "we") and the purchaser ("you" or "your") of the product specified in this Contract ("Product"). No other representation, promise or condition shall modify this Contract. We are contractually obligated to provide you service under this Contract in accordance with, and as allowed by, state law.

What is Covered: We will furnish labor and parts necessary to repair operational or mechanical breakdowns of the Product, provided such service is necessitated by Product failure during normal usage. The Product includes only equipment as originally specified and charged for in this Contract. Coverage also applies to the parts and accessories that are necessary for the Product's functionality, but does not apply to the accessories that are used in conjunction with or to enhance the performance of the Product.

Important Notes: If you request a service call for a non-covered repair, you will be responsible for time and materials associated with the repair. In the event you are unable to meet the servicer, you must call to cancel the appointment in advance of the agreed upon time of service or you will be responsible for paying for the second trip for the rescheduled repair. **This Contract must be paid in full prior to services being rendered.**

Location and Time for Service: This Contract covers on-site service on all equipment. After we authorize your request, services will be performed during normal working hours by an authorized technician.

Parts: Parts used to repair the Product will be genuine replacement parts whenever possible, designed to work with the Product. However, at our option, we may use refurbished parts that perform to the factory specifications of the Product.

Deductible: No deductible applies to this Contract.

Renewal: This Contract is renewable at our sole discretion.

Preventive Maintenance: This Contract covers Preventive Maintenance as required by law or per agreed upon terms .

Limitations of Coverage - This Contract Does Not Cover:

- a) Service required as a result of any alteration of the Product, or repairs made by anyone other than an authorized service technician.
- b) Damage or other Product failure due to causes beyond our control including, but not limited to, operator negligence, the failure to maintain the Product according to the owner's guide, misuse, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, voltage fluctuation, power surges, improper electrical connections or service, acts of war, or acts of God.
- c) Service necessary because of improper storage, improper relocation, or ventilation, including failure to place the Product in an area that complies with the manufacturer's published space or environmental requirements.
- d) Any installation that prevents normal service, including inaccessible Products or parts.
- e) Cosmetic damage such as, but not limited to, scratches, dents, rust or stains. Nonfunctional parts such as, but not limited to, plastics, internal and external finishes including paint, chrome, and metal covers. Expendable or lost items.
- f) Operational or mechanical failure not reported prior to the expiration of this Contract.
- g) Pre-existing conditions (incurred prior to the effective date of coverage) known to you.
- h) Products where the attached serial plate is removed, defaced or made illegible.
- i) Damage resulting from unauthorized repair, or caused during delivery or removal, by improper relocation of the unit, or by misuse or abuse whether willful or not.
- j) Consequential or incidental damages due to Product failure or due to delays or failures in furnishing parts or services for any reason beyond our control.

Modification / Transfer: No modification or change of this Contract can be made, including transfer of ownership of the Product, except with our written consent.

This Contract is provided by, and the obligations of the provider under this Contract are backed by the full faith and credit of, **ADANI Systems, Inc.**

COMPREHENSIVE SERVICE AGREEMENT

Items Covered Under This Agreement:

- Necessary Repair Parts
- Labor (Mon. – Fri. 8:00 AM – 5:00 PM /As described in Schedule A)
- Travel Time to and from Equipment Location (Mon. – Fri. 8:00 AM – 5:00 PM /As described in Schedule A)
- Shipping and Freight of Replacement Parts (Ground Freight Only)
- Airfare, Lodging, Meals, Etc.
- Preventative Maintenance (Two Times per Year)
- Annual Radiation Safety Surveys

ADANI Systems Inc. (“ADANI”), a corporation organized and existing under the laws of the Delaware, hereby agrees to maintain all purchased equipment in accordance with the terms and conditions of this Agreement:

1. Equipment.

Equipment is defined as electronic equipment and systems as identified on Schedule C, “Equipment Locations”. Customer agrees not to modify equipment without prior consent from ADANI. Equipment, attachments, or features added by the customer are not to be maintained under this agreement. Relocation or removal of equipment must be requested in writing from the customer and must be approved by ADANI.

2. Installation Site.

Installation Site is defined as the equipment location. Customer shall provide and maintain a clean operating environment at installation site meeting the operating specifications of the installed equipment.

3. Equipment Inspection.

ADANI reserves the right to pre-inspect equipment for proper operating condition prior to maintenance agreement coverage acceptance. Equipment determined not meeting the manufacturer specifications may be refused maintenance service coverage. Any necessary repairs, modifications, and adjustments to make equipment acceptable for coverage will be at an additional charge prior to an approved agreement.

4. Maintenance Service.

Maintenance Service is defined as onsite remedial maintenance performed by ADANI to repair or replace equipment, on a time and materials basis, where the customer has followed the procedures established by ADANI to identify and report suspected problems. Maintenance Service may include the furnishing of necessary replacement parts, which may be provided on an exchange basis at ADANI’s option. ADANI reserves the right to modify the design and specifications of the equipment covered under this agreement, provided the modification does not adversely affect the operational performance of the equipment. ADANI reserves the right to replace any item of equipment deemed by ADANI as not functionally capable of performing its intended use with a functionally serviceable item of equivalent performance rating and value. Maintenance Service requests resulting from service or repair by other parties shall be billable at the service rates identified on Schedule A, “Time and Material Rates”. Preventive Maintenance shall be performed bi- annually or two times per year with radiation surveys performed on an annual basis.

5. Equipment Relocation.

Customer shall provide ADANI with a thirty-day (30-day) written notice of customer’s intent to relocate equipment. Any re-installation or repair service requested for relocated equipment shall be billable at the service rates identified on Schedule A, “Time and Material Rates”. In no event shall there be any interruption in maintenance charges or payment. ADANI shall reserve the right to refuse maintenance service on any relocated equipment.

GOLD SERVICE AGREEMENT (cont.)

6. Refusal of Maintenance Service.

Customer is responsible for proper use and operation of equipment. ADANI reserves the right to refuse maintenance service on equipment due to:

- a) Unauthorized equipment alterations or modifications.
- b) Neglect, misuse, or failure of electrical power.
- c) Damage from water, liquid spillage, electrical storms, interconnecting devices (unless approved in writing by ADANI) or other physical damage.
- d) Customer arrears on payments due ADANI or otherwise in breach of this agreement.

7. Principal Period of Maintenance (“PPM”).

PPM is defined as the time period in which maintenance service shall be performed. ADANI maintenance service hours are Monday – Friday 8:00 AM – 5:00 PM, customer’s local time, excluding ADANI designated holidays, as identified on Schedule B. Service requested during ADANI designated holidays are not covered under this agreement and shall be at an additional charge. Such charges shall be in accordance with the rates specified on Schedule A, “Time and Material Rates”.

8. Service Requests.

The customer shall notify ADANI customer service at **1-844-989-6789** and select option one for customer service or direct at 1-936-703-5756 or by e-mail at service@adanisystems.us when requesting maintenance service. ADANI agrees to respond to service requests, during the PPM, on a best effort basis normally not to exceed twenty- four (24) hours from receipt of the service request.

9. Annual Maintenance Charges.

Annual Maintenance Charges, if applicable, are listed on Schedule E and are in effect on the date of this agreement. Annual Maintenance Charges are subject to change at the end of the initial term. At the end of the initial term, the Annual Maintenance Charges may be increased by an amount not to exceed ten percent (10%) of the previous charge rate.

10. Payment.

Payment of these annual maintenance charges, plus any additional billable service charges as defined herein, shall be made in full and in advance for each quarter of the maintenance service contract agreement unless otherwise specified.

11. Initial Term.

This agreement and any amendment hereto shall commence as indicated on Schedule E for the initial term and effective start date.

12. Excusable Delay.

ADANI’s maintenance organization shall not be responsible for non-performance of its obligations hereunder to the extent and for such periods of time as such non-performance, defective performance or late performance is due to causes beyond its control and occurring without its fault or negligence. Excusable delays include, but are not limited to, acts of God, war (including civil war) acts of any government in either its sovereign or contractual capacity, fire, explosions, the elements, epidemics, quarantine restrictions, strikes, lockout, embargoes, unusually severe weather, delays in transportation, airline schedule, fuel shortages, or delays of suppliers or subcontractors for like causes.

13. ADANI’s Remedies.

- a) It shall be a default hereunder if the customer:
 - 1) Fails to pay any charge when due.
 - 2) Fails to perform any customer obligations under this agreement and such failure shall continue for (10) days after notice from ADANI.
 - 3) Falls subject to any proceeding under the Bankruptcy Act or other insolvency.
- b) On customer’s default, ADANI as its sole option shall have the right to exercise concurrently or separately any or all of the following remedies:
 - 1) Declare due and payable all charges due.
 - 2) Terminate this agreement.
 - 3) Pursue any other remedy at law or in equity.

GOLD SERVICE AGREEMENT (cont.)

14. Disclaimer of Warranty.

THIS AGREEMENT IS FOR PROVISION OF PARTS AND SERVICES NECESSARY TO MAINTAIN THE EQUIPMENT DURING THE TERM OF THIS AGREEMENT. ADANI MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED WITH RESPECT TO ANY PARTS OR SERVICE PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADANI SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH FURNISHING OF MAINTENANCE SERVICE TO BE PERFORMED BY ADANI PURSUANT TO THE TERMS HEREOF, OR PARTS TO BE SUPPLIED HEREUNDER, OR THE PERFORMANCE, USE OF, OR INABILITY TO USE THE EQUIPMENT.

15. Miscellaneous.

- a) This agreement and the attached schedules constitute the entire understanding between the customer and ADANI with respect to the maintenance service to be provided as described herein. The terms and conditions contained within this agreement shall override all proposals, oral or written, and all printed terms and conditions contained on any purchase order or acknowledgment form issued by the customer. This agreement may not be amended except in writing between the parties.
- b) This agreement shall be governed and construed under the laws of the State of California.
- c) Should any provision of the agreement be found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



Items Not Covered Under This Agreement:

- Labor and Travel on ADANI Holidays
- Customer Requested Express or Air Freight of Replacement Parts (Billed at Cost)
- User Error, Neglect, Physical Damage or Abuse
- Relocation of Equipment
- Refurbishment of Equipment

**SCHEDULE A
TIME AND MATERIAL RATES**

Maintenance Services performed outside of ADANI’s Principal Period of Maintenance (PPM defined as Monday – Friday / 8:00 AM – 5:00 PM) customer’s local time, excluding ADANI designated holidays, as identified on Schedule B shall be billable as follows. Local Travel Mileage is defined as miles driven to or from the service location within a 100-mile radius.

<u>RATES AND SERVICES</u>	<u>STANDARD RATES</u>	<u>HOLIDAY RATES</u>	
REPAIR:	\$200.00	\$300.00	per / hour
TRAVEL:	\$150.00	\$225.00	per / hour
LOCAL TRAVEL MILEAGE:	0.54	0.54	per / mile

**RADIATION SURVEY: No Charge if conducted with Bi-Annual PM
Dedicated Trip - \$1500.00**

*Above listed rates only apply to billable calls only.

*Time and Material rates are subject to change without notice.

**SCHEDULE B
ADANI OBSERVED HOLIDAYS**

NEW YEAR’S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY

Tab 8 – Value Added Products and Services

Not Applicable

All Adani Products and Services offered are listed under Tab 5, Product and Services/Scope and Tab 7, Pricing.


Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	<u>ADANI Systems, Inc.</u>
Print Name	<u>Marc Gregorio, Business Development Director</u>
Address	<u>13631 Poplar Circle</u>
City, State, Zip	<u>Conroe, Texas 77304</u>
Authorized signature	<u></u>
Date	<u>November 19, 2020</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature



Date

November 19, 2020

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

ADANI Systems, Inc.

Address

13631 Poplar Circle

City/State/Zip	Conroe, Texas 77304
Telephone No.	936-588-2064
Fax No.	936-249-0318
Email address	mgregorio@adanisystems.com
Printed name	Marc Gregorio
Position with company	Business Development Director, Eastern Region
Authorized signature	

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or

supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

DISADVANTAGED BUSINESS PARTICIPATION

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/State_and_Territories.shtml

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