



License Plate Reader

RFP Response for National Cooperative Purchasing Alliance

TAB 1 – Master Agreement / Signature Form

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 three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

◆ Safety

- Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
 - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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

history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.


Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References and Experience (20 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
 - Respondent Reputation in marketplace
 - Past Experience working with public sector.
 - Exhibited understanding of cooperative purchasing
- ◆ Value Added Products/Services Description, (8 points)
 - Additional Products/Services related to the scope of RFP
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service
- ◆ Technology for Supporting the Program (7 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Neology Inc.
Address	13520 Evening Creek Drive Suite 460
City/State/Zip	San Diego, CA 92128
Telephone No.	(858) 391-0260
Fax No.	(858) 391-0264
Email address	lnormington@uk.neology.net
Printed name	Luke Normington
Position with company	ALPR Managing Director
Authorized signature	

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 05-66, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Fixed and Vehicle License Plate Recognition;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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


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

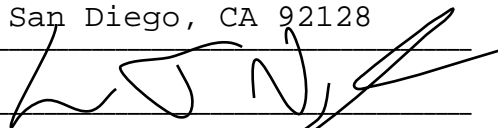
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials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

◆ General Provisions

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: April 19, 2022

Vendor: Neology Inc
Name: Luke Normington
Title: General Manager
Address: 13520 Evening Creek Drive N
San Diego, CA 92128
Signature: 
Date: April 25, 2022

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 San Diego,
State of California

◆ **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: Debra Nieto

Title: Accounting

Company: Neology Inc.

Address: 13520 Evening Creek Dr E #460,

City: San Diego State: CA Zip: 92128

Phone: (833) 747-7577 Email: accountspayable@neology.net

▪ Purchase Orders

Contact Person: Toni Grune
 Title: Project Coordinator
 Company: Neology Inc.
 Address: 13520 Evening Creek Dr E #460,
 City: San Diego State: CA Zip: 92128
 Phone: 512-269-6841 Email: tgrune@neology.net

▪ Sales and Marketing

Contact Person: Michael Collins
 Title: ALPR Business Development Manager
 Company: Neology Inc
 Address: 13520 Evening Creek Dr E #460,
 City: San Diego State: CA Zip: 92128
 Phone: 949-528-5421 Email: mcollins@neology.net

◆ 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

◆ Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Company's Official Registered Name

Neology Inc.

Overview of Company

Neology was founded in 2000 and has a rich history in bringing innovation to the market. By closely collaborating with our customers, we connect existing infrastructure assets and next-generation technology to modernize the way people move. Backed by a culture of innovation, we help create safer, cleaner, more efficient mobility experiences that support sustainable growth and help communities thrive. Our Neology Mobility Platform™ is a unique combination of AI-powered adaptive solutions, a proven integration process and unparalleled lifecycle support. Our Platform streamlines the execution and operation of transportation, tolling, and public safety systems.

Our involvement within ALPR (Automatic License Plate Recognition) began in early 2000, with one of our former brands "PIPS Technology" being one of the pioneers in the ALPR market, both globally and within the USA. We founded our US ALPR business in 2002 and have been innovators in the market ever since. In February 2019, Neology acquired the MANTIS Vehicle Classification solution from Intrinsic Imaging, Inc. as part of a multi-year collaboration between Neology and Intrinsic utilizing "Artificial Intelligence" solutions to increase search capabilities and mission efficiency. "MANTIS 4-D" is primarily a Law Enforcement based solution providing Agencies the ability to identify unique vehicle characteristics, such as Vehicle Type, Make, Color and feature analysis (such as spoilers, roof bars, etc.). It was also utilized by several ALPR vendors as the backbone of their AI product offering.

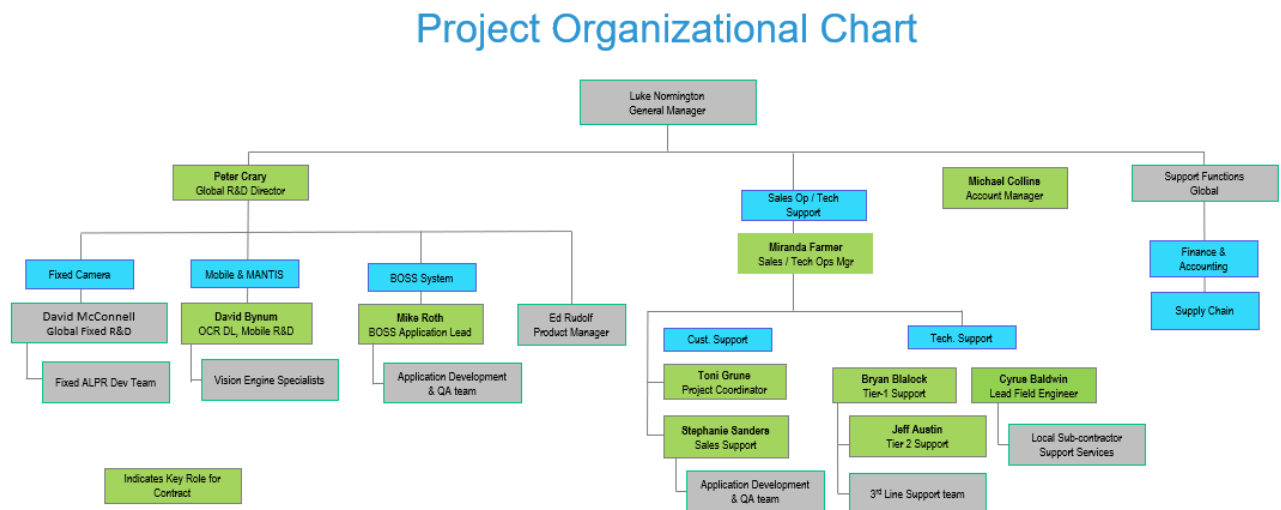
Dun & Bradstreet (D&B) Number

Neology's Dun & Bradstreet number is 177711678



"High Accuracy, Evidentiary robust data capture and processing with a long track record of being ready to assist us, as customers"

Neology’s Organizational Chart



Confidential

Corporate Office Location

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

In addition to the San Diego headquarters, Neology is located in Knoxville, TN; Austin, TX; College Station, TX; Raleigh, NC; Atlanta, GA; Poway, CA; Mexico City, Mexico; Buenos Aires, Argentina; and London, United Kingdom.

For this contract, if successful, customers shall be supported by our Sales Operations and Technical Support team, led by Miranda Farmer based out of our Austin, TX office.

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

Our Key Contacts are listed below with their responsibilities. Our team can be reached at the contact details listed below:

Email: ALPR@neology.net

Phone: (833) 747-7577

Address: 13520 Evening Creek Dr E #460, San Diego, CA 92128

- **Michael Collins** – Mike is our dedicated Sales Manager and is the primary point of contact. Mike is based in Idaho and brings 15+ years’ experience in the public sector mobile technology industry.
- **Miranda Farmer** – Miranda leads sales operations and customer service team based out of Texas. She has nine years of experience in customer relations management and will coordinate the Project Delivery team including operations, supply chain and technical support activities. During the daily operational / support phase of the project, Miranda will be responsible to ensure all customer expectations are met, both technically and commercially.

- **Toni Grune** – Toni will be the contracts main contact for customer service-project implementation including coordination, AP, and/or maintenance/warranty topics. She brings 10+ years' experience in project organization and completion. She is a valued asset to our team.
- **Bryan Blalock** – Bryan will be the contracts main contact for technical support concerns. He brings over 15+ years to technical diagnosis-resolution experience.
- **Jeff Austin** – Jeff leads our 2nd line support team and works closely with Bryan Blalock and the wider support team for technical support related issues. Jeff has 11 years of experience in ALPR support both with Neology and with a sheriff's department in Texas.
- **Cyrus Baldwin**- Cyrus is our dedicated on-site field technician and sales manager. Cyrus has 12 years of experience on system deployment and project design, especially engaged in the support of those customers deploying Fixed and Mobile ALPR systems.

Additional support on the project at key points of deployment and on-going basis will include:

- **Michael Roth** – Mike is a subject matter expert for ALPR with over a decade of experience as a product application engineer, field technician, and trainer. In addition to training and product management, Mike leads our escalated support process.
- **Peter Crary** – Peter leads our Research and Development team which includes product requirements and implementation. With over nine years' experience in ALPR, Peter has deep industry experience and holds numerous relationships across the industry, including with the Lexis Nexis team through our LUMEN adapter integration.
- **Israel Padilla** – Israel leads our BOSS4™ implementation and 3rd line support team and works closely with Miranda and the wider management team via our resource management and co-ordination process to ensure all Back Office ALPR solutions are ready, configured and tested when the field equipment is deployed.

Company standard terms of payment

Unless otherwise set forth in a written agreement signed by an officer of Neology, Inc., payment is due and payable thirty (30) days following the invoice date. We are able to offer Extended Payment terms of up to 45 days upon on Agreement with individual Agency / NCPA Member.

Competitors in the marketplace

Neology's direct competitors are Own Equipment Manufacturers (OEM) companies who sell or market Automated License Plate Recognition (i.e. – Motorola Solutions, ELSAG, Genetec, Flock Safety, Rekor). There are various resellers within the marketplace who are not themselves OEM's but will offer ALPR solutions.

Our unique strengths and relevant experience that differentiates from competitors

At Neology, we solve some of the most challenging problems faced in the Mobility and Law Enforcement market. We re-imagine mobility to accelerate your vision of a smarter city and safer communities.

By closely collaborating with our customers, we connect existing infrastructure assets with next-generation technology to modernize the way people move. Backed by a culture of innovation, we help create safer, cleaner, more efficient mobility experiences that support sustainable growth and help communities thrive.

Our industry experience within the Automatic License Plate Reader market extends to over 20 years, and throughout that time we have delivered some of the most substantial schemes within the marketplace. Our systems

Neology has more than 60,000 ALPR systems globally and utilizes the latest in our Artificial Intelligence based software solutions. Our BOSS4 Software Solution provides intelligence led Law Enforcement capability across a broad spectrum of end-user needs for investigative, and analytic purposes.

Our experience spans “Crade to Grave” capability, from the development of ALPR solutions and associated systems, through to long term lifecycle support and warranty. Our engineering and solution delivery teams are subject matter experts in their specialism, often with 10-15 years' experience each!

Many of our customers have taken advantage of our [MF1] lifecycle support and extended warranty models which provide a range of benefits, including access to the latest software updates, unlimited technical support from our North American Support team and on-going access to all support and training material, such as offline training videos.

Within our response to Tab 6 we have provided Reference examples which highlight a small sample of our US customer base for who we have delivered ALPR solutions for, from a broad range of customers, and States.

Neology's strategy for marketing this contract if awarded

Neology has a network of direct sales managers, technical account managers as well as inside sales representatives within the US. Our network stretches from Coast to Coast with over 1,000 Law Enforcement Agencies using Neology's products for ALPR purposes. Our marketing team actively engage in a broad set of campaigns at key points during the year including roadshows, sheriff events / conferences as well as digital marketing. Neology's marketing shall form part of our general marketing, but also specific targeted marketing in line with your approved Master Agreement (for example we will NOT use the NCPA Logo until the appropriate agreement is in place). Our marketing team shall collaborate with NCPA personnel as part of the mobilization and on-boarding, for example, we shall ensure that the Neology website is updated to correctly reflect the scope and terms of the Master Agreement.

As part of the mobilization around the contract, we shall ensure that our contracting approval process (forming part of our customer relationship / account management system) is updated to highlight correct State coverage and use. We are regularly asked (at least monthly) by different Departments across the US about the ability or access to existing State approved contracts and NCPA provides a superb vehicle for this.

Management of administrative fee payments and usage shall be managed by our Account Manager who shall co-ordinate reports extracted from our CRM system. Our CRM system can extract monthly, quarterly, and annual reporting as well as utilizing dashboards in order to enable our Accounts and Commercial teams to track due dates, payment schedules and ensure fees are paid on time.

Cooperation with NCPA staff – we recognize the value which can be created through collaboration with NCPA staff and appreciate the opportunities presented by the Coordinators, Education and Outreach team to mutually support any initiatives in promotion and engagement of master agreements. We recognize the value these initiatives can bring both to the participating States, as well as vendors. To be successful we would support a broad range of ideas and initiatives, for example how emerging technology is being used and best practice sharing to assist in this procurement process.

We recognize the market is evolving rapidly, that multi-year frameworks shall see evolution of the products and services being made available in the market and this exchange of ideas, best practice and importantly, access to innovation is fundamental to the co-operative agreements such as this one.

Onboarding plan to introduce NCPA to our company

As part of the onboarding plan for the contract, we shall brief our Business Development and Sales teams to ensure correct appreciation of what products and services are able to be purchased through the contract. Whilst Neology have numerous business units within the Transportation / Mobility sector, the NCPA agreement shall only be visible to our teams who are responsible for the US and Canadian Law Enforcement contracts, specifically License Plate Recognition solutions.

Our Support and Service teams shall be involved in the on-boarding to ensure they are familiar with the relevant contract specific services and warranty elements which form part of the NCPA Master Agreement. This training will be carried out jointly by our NCPA Account Manager, and Sales Operations / Technical Support team.

Additionally, we shall maintain a knowledge base / wiki as part of our NCPA account to enable Frequently Access Questions & corresponding Answers to be highlighted. Where questions are posed by Departments which our team are unable to immediately answer, we shall raise a case with our Account Manager to

enable a prompt check of the Agreement, and where necessary confirmation with the Contracting Manager.

Neology's capabilities and functionality of our on-line catalog / ordering website

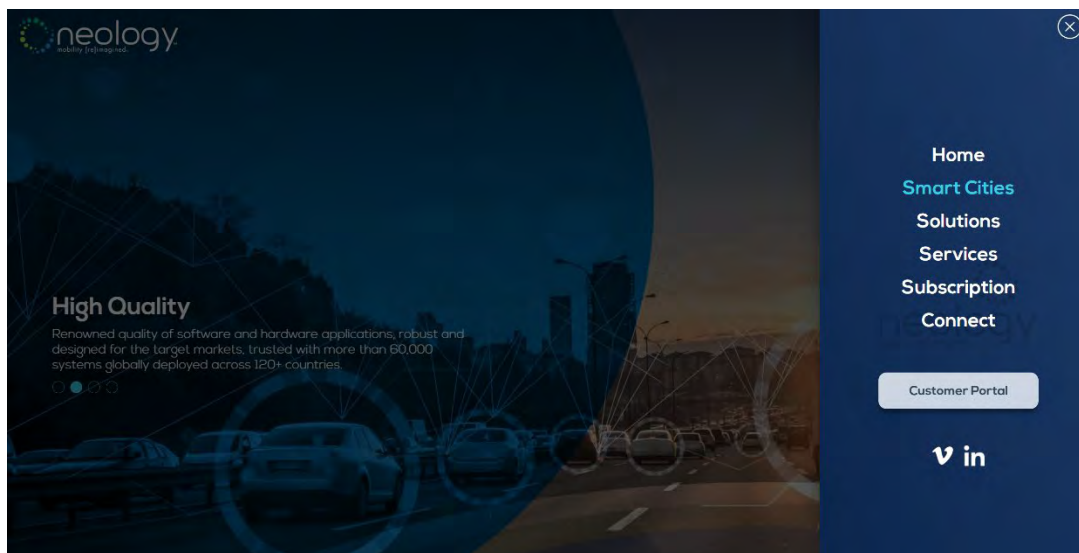
Neology utilizes Salesforce CRM for all Ordering, Sales Management, Warranty tracking and Case Management through our Sales and Service Clouds.

A customer is able to access our price lists, and order new products / services through a variety of mechanisms, including:

- On-line / Web based
- Email
- Fax
- Mail

Following an order being placed, Neology shall provide Sales Acknowledgement immediately upon receipt and validation of the order from the Agency. This shall provide a unique Sales Acknowledgement (SA) number which can be used by the agency as a reference point for all subsequent order updates.

Our website has a Customer Portal where customer specific information will be found, ranging from Product Material such as latest Specifications, Training Content / Videos / Webinar recordings etc. This can be made available to authorized users for each Agency. We believe this shall form an invaluable resource for NCPA members throughout the term of the Agreement.



Neology's Customer Service Department

Neology's Customer Support Center is open during normal weekday business hours of 8:00am to 5:00pm Central time, excluding holidays and can be contacted at (833) 747-7577 or ALPR@Neology.net.

Our U.S. team has 40+ years supporting US customers at the highest levels. The Support Team provides

both Hardware and Software support services to hundreds of Law Enforcement Agencies across the US, including several with their own custom KPI / SLA's. This group is centered in Austin, TX, but has distributed staff throughout the United States to accommodate time zones

Green Initiatives

Neology is working to minimize our impact on the Earth's climate and implement responsible environmental practice.

We comply with all Environmental, Society and Green legislation within the States we operate within, and we are proud that our investment policy to maintain sustainability credentials, for example our Headquarter Facility is LEED certified given the green credentials of the buildings' construction, and on-going use.

Our global business operations commit to local Green and Sustainability initiatives, for example, we hold ISO 14001 Environmental Management Certification which as an Internationally agreed standard provides certification to demonstrate that our business complies with Environmental Management best practice. It helps us to organize, improve and efficiently manage resources, minimizing waste.

Anti-Discrimination Policy

Neology is strongly committed to providing equal opportunity to all employees and applicants for employment. Neology does not discriminate on the basis of race, color, religion, national origin, ancestry, gender, sex, age, medical condition, sexual orientation, marital status, domestic partnership status, citizenship, pregnancy, physical or mental disability, veteran or any other consideration made unlawful by federal, state or local laws, or on the basis of any perception that an applicant or employee has any of these characteristics or on the basis that an applicant or employee is associated with someone who has or is perceived to have these characteristics. Neology strictly prohibits the harassment of any individual on any basis listed above (see the Policy Against Unlawful Harassment for further clarification).

This policy applies to all employment practices, including recruitment, advertising, job application procedures, hiring, firing, advancement, compensation, training, benefits, transfers, social and recreational programs, and any other terms, conditions, and privileges of employment.

An employee who believes that he or she has been subjected to any form of unlawful discrimination should make a complaint, preferably written, to his or her supervisor, or other member of the Senior Management. Complaints should be specific and should include the names of individuals involved and the names of any witnesses. Neology will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. If Neology determines that unlawful discrimination has occurred, effective remedial action will be taken to deter any future discrimination.

Employees will not be retaliated against for bringing a complaint in good faith under the Equal Employment Opportunity Commitment Policy or the Policy Against Unlawful Harassment, or for honestly assisting in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken if false or frivolous accusations are made in bad faith.

Vendor Certifications

California Contractors State License #1043106

OmniAir Compliance OCS ISO 18000-6C for Tolling Certification

Tab 5 – Products and Services / Scope

Neology agrees to perform and provide these products and/or services under the terms of this agreement. Neology shall assist the end user with making a determination of their individual needs. After implementation, we will provide high quality service to make sure that the system operates effectively

and fully satisfies the customers project ALPR mission. To accomplish this, we will provide the following services as part of warranty coverage:

As part of the handover from Project Delivery to Support Services and System Maintenance, our support team provides unlimited remote technical support services. Neology ensures that custom severity and service levels are configured so we can, in real-time, monitor the contract performance. This covers both the hardware / return and service process, as well as the system availability elements, where we use automated infrastructure and system monitoring tools to ensure consistent availability.

System Maintenance and Upgrades will be made available in line with our upgrade and roadmap plans. There are no additional costs for these upgrades beyond the annual support/license fees. Neology's Service Desk will open and establish a call ticket, recording the associated severity level issues to ensure that the response time is kept within the limits of Urgent, High, Medium and Low levels.

If an incident occurs, it's logged in the support database allowing the Customer to receive support immediate support from our technical support team. The support teams manage the resolution of the issue to conclusion.

Non-functioning equipment which fails due to manufacturing shall be repaired within 15days once received at our repair center for evaluation at no cost to the customer. Note – should equipment be damaged or vandalized this would not be covered under no cost repair / replacement

Equipment Replacement during warranty. In the rare circumstance that a product is delivered and fails to perform in accordance with the technical specification within the first 90 days, we shall replace the product at no cost within 5 working days.

The movement of repairs, maintenance items and warranty services are processed through Neology's RMA system and is subsequently recorded and processed through the Incident Log and the Asset Management databases.

Neology provides applicable warranty on all hardware products for 2 years once distributed. Neology's delivery time after processing is 6 weeks from receipt of order and Neology guarantees equipment and installations are included. Neology shall provide equipment, materials and products that are new. Neology confirms we shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided. Life expectancy of equipment varies based on product, subscription terms, and software terms provided.

Neology Fixed License Plate Recognition Solutions

P525 "IRIS" Multi-Lane Fixed ALPR Camera

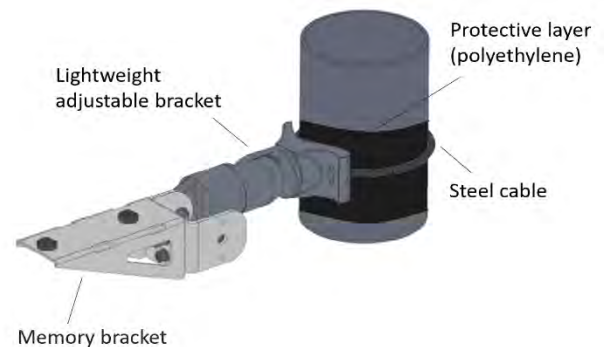
The Neology line of Fixed ALPR solutions spans over two-decades as a global industry leader. These ALPR cameras are not only used in law enforcement scenarios but also in open road tolling, parking access, Traffic Enforcement (Speed, Weigh in Motion / DOT etc), Road User Charging, and others. All our fixed cameras boast all-weather, day and night capabilities and in February 2021 we launched our latest upgrade of software to the IRIS platform that brings incredible low-light image performance.

Each IRIS camera is an IP67 enclosed, fully integrated system that contains dual variable zoom lenses for IR and color, processor, solid-state data storage, optional integrated modem, and contains no moving parts. Specific features and specification include:

- The IRIS camera has exemplary capture coverage, both width and length. In a side-fire setup as is being used for Wheat Ridge, the IRIS camera can capture and process passing vehicles three (3) lanes out. With our powerful IR (infrared) illuminators we are able to reach distances in excess of 120 feet.
- The IRIS camera can read plates using dual channel OCR (color and IR), which is significant compared to other vendors who can only interpret license plates in IR spectrum and therefore are more susceptible to license plate tampering by those trying to evade traditional LPR technology. Our technology provides another safeguard against those trying to evade detection as well the ability to read temporary / paper plates.
- The camera can process up to eight (8) vehicles simultaneously at a rate of 60fps meaning we are processing typically double that of some competitors, providing enhanced detection performance compared to CCTV/Trial camera-derived solutions. Color images are still provided as an overview image providing the ability to carry out vehicle identification using our MANTIS4-D solution.
- Long hardware design life with life expectancy greater than 8 years, based on Neology's proven track record of building, designing and supporting ALPR systems in the field
- Communications is cover by either ethernet connections to existing network, or as in this instance via the built-in cellular modem, compatible with US networks including AT&T Firstnet. In addition, in the event of a loss of communication, the IRIS camera has a default 32GB SD card for local storage allowing for continued data storage for approximately 7 days.

"Highest performance, in all conditions, providing real-time data and crystal-clear images crucial to our investigations"

- Our variable zoom lens allows for quick setup and configuration of the cameras, which assists in optimizing detection performance, and provides the City with the ability to detect vehicles on the roadway where they need to. When compared to some Fixed-Focal distance solutions with limited range of, for example 60-70 feet and a narrow field of view, the IRIS solution provides superb flexibility, and unrivalled performance.
- In addition to being IP67 certified, the operational temperature range of the camera is -40C (-40F) to 60C (140F) making it perfectly suited to even the most extreme weather.
- The IRIS platform is secure by default with a wide range of security features extending beyond the FIPS 140-2. This extends beyond just the camera and into the communications between the camera and the BOSS4 back office. Additionally, the camera itself has tamper controls that, if triggered, the cryptographic keys in use are wiped ensuring that data remains secure and the administrator is notified.
- Finally, IRIS comes with a range of flexible mounting options, perfectly suited to mounting on a range of DOT Traffic Signal and equivalent structures. Deployed globally, and used for a broad range of applications, including ALPR, CCTV and other related solutions, the brackets used aid easy installation, whilst the “memory bracket” option provides the ability to lock-in the alignment configuration, even during maintenance operations, minimizing the amount of down-time.



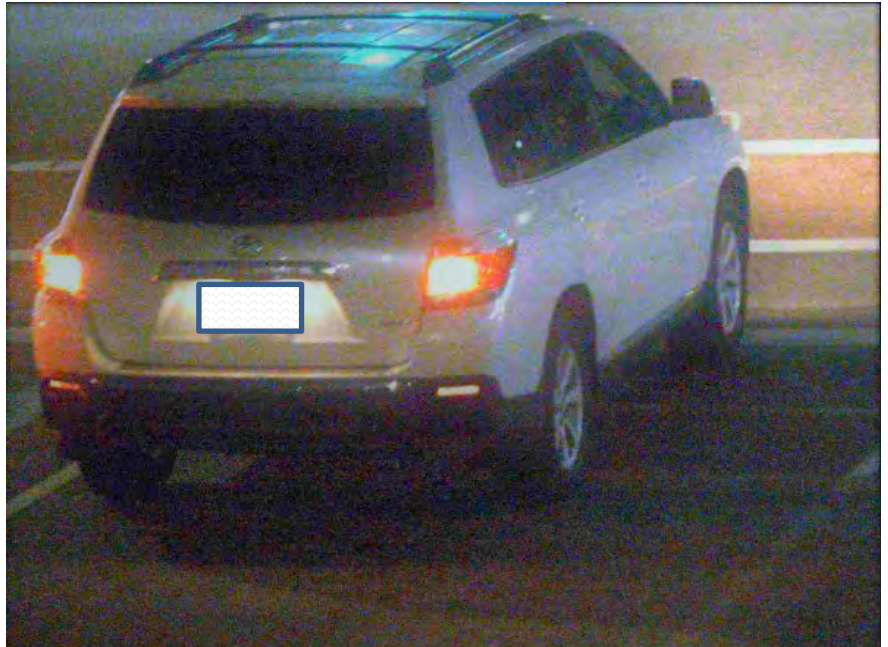
Overhead Fixed Camera Install Example

IRIS Low Light Feature – New release

As of March 2021, we have released a new Low Light feature (license plate blurred for privacy reasons) in order to improve the identification of the vehicle in low light / night-time conditions. This is a significant improvement compared to existing capabilities and competitors in the marketplace.

The benefits of this solutions are numerous, including:

- Doubles analytic capability, providing crucial night-time use
- Enriches intelligence, investigation, and search ability
- Improves Dual-Channel OCR capability, minimizing cloned/tampered/paper plate errors even in low-light conditions



Example image in Low Light from Neology IRIS ALPR Camera



P492 to P500

"IRIS" SERIES FIXED ALPR CAMERAS

High Resolution, Motorized Lens, Dual OCR Camera for Versatile Applications

OVERVIEW:

The Neology™ IRIS multi-lane camera is a cost-effective and easy-to-deploy ALPR camera that expands license plate recognition capabilities by providing superior recognition accuracy.

The Neology IRIS camera has simultaneous dual channel OCR (IR & color), a high-quality color overview in low light, and a video streaming functionality in one self-contained environmentally sealed enclosure.

Incorporating a remotely adjustable zoom lens with a wide field of view and long focal range, the IRIS camera is a versatile ALPR solution covering a variety of end user applications. The IRIS camera incorporates a quad core OCR processor providing extra fire-power for faster detection with highly accurate license plate recognition. The camera can detect and read license plates in both the infrared and color overview channels.

This enables the camera to detect and read license plates of variable retro-reflective quality, or that have been deliberately altered. With sufficient ambient lighting, the camera can detect and read entirely non retro-reflective license plates.

FEATURES:

- 2K and 2.5K high resolution
- Multi-lane coverage
- Wide range of focal distance
- Motorized lenses in both IR and Color Overview
- Dual Channel OCR (IR and Color)
- H264 high-resolution contextual color video streaming
- High quality color overview in low light situation
- Powerful processing capability with Quadcore CPU
- Flexible data storage
- Remotely adjustable zoom, focus, aperture and IR cut filter

BENEFITS:

- Cost effective
- Easy to deploy and redeploy
- Superior recognition accuracy in all conditions
- Detect and read license plates of variable retro-reflective quality
- One camera that covers most eventualities as deployed



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neology
mobility [re]imagined.

SPECIFICATIONS (E & OE)

Dimensions (LxWxH)	13.9 x 10.7 x 7.0 inches (35.3 x 27.2 x 17.8 cm) including hood, excluding optional antennas 9.2 x 9.7 x 5.9 inches (23.3 x 24.7 x 14.9 cm) camera main body only, excluding hood and options
Weight	6.4kg (14.1lb) including hood, excluding brackets
Enclosure	IP67
OPTICAL	
IR Resolution	5MP sensor; available in 2064 x 1184 pixels and 2464 x 1280 pixels
Color Resolution	5MP sensor; available in 2064 x 1184 pixels and 2464 x 1280 pixels
Lens type	Configurable motorized zoom lenses, 12-50mm
IR Camera Lens options	Configurable motorized zoom lenses, 12-50mm
Horizontal Coverage US	Up to 2 lanes (P525)
Camera working distance US	13 ft to 130 ft
Color in Low Light	Improved image quality under low light conditions
Integrated Illuminator	Effective up to 40 m (131 ft) Wavelengths: 740nm, 810nm, 850nm, 940nm factory fit options
Frame rate	50 fps (frames per second) on each channel, 100fps total
Camera Inversion	Yes
External Illuminator	Opto-isolated output to synchronize an external illuminator.
LEDs	Integrated pulsed illuminator, 28 high power LEDs.
OCR	Dual OCR (IR and Color) ANPR engine on board
ELECTRONIC	
Operating System	Embedded Linux
Video Output	H264 encoded video available as RTP streams (RTSP URLs) Hardware MJPEG streaming of the video
CPU	Quadcore 800Mhz RAM 1 GB
Data storage	Two installer accessible SD card sockets available for an increase in data storage in line with customer requirements 32 GB SD cards are available for purchase with the camera, as a package.
COMMUNICATION	
GPS	Integrated GPS (option)
Ethernet Communication	Gigabit Ethernet 10/100/1000; max 100m
Wireless Communication	4G Modem (Option), WiFi (option)
Protocols	UTMC, BOF, PIXl, ACS, JTMS, VES Lite
Integration	Optional integration with DSRC, radar, weigh-in-motion, or ticketing systems
Triggering mechanism	Auto triggering (off plate) plus opto-isolated input triggering, TCP triggering and serial port triggering
Cabling	1) Power & Serial cable (includes trigger) 2) Ethernet cable (for wired comms) 3) Auxiliary Interface cable (optional)
Max Cable length	100m (shorter lengths available, contact factory)
Connection Type	Binder
Operating Temperature	-40°C to +60°C
Data Security	• Security Hardened System • Digital signature • User/Connection authentication and session key establishment • Encrypted Communications & Encrypted Storage • Secure by default, Firewalling
OTHER	
Power Requirement	48VDC (nominal); 40 Watts (typically)
Safety	FCC, RoSH, CE
Design Life	8 years
Backward compatibility	Interface adapter box available to ensure the new camera can be used with existing Neology Technology camera installations. A range of mounting hardware available (contact factory)

Neology Back Office System Software Version 4 (BOSS4) Solution

The BOSS4 software was created from the ground up utilizing the latest best practices for enterprise-level, analytical software. The software is also based on decades of ALPR technical and business experience along with feedback from practitioners and research into the market trends.

The software is highly configurable to meet the needs of each individual customer and offers a variety of tools for searching, analytics, security, auditing, device management and hotlist management. Neology is

constantly innovating the BOSS4 platform and have introduced notable additional features in the latest release which will be deployed in advance of the installation phase of this project.

The BOSS4 interface takes advantage of a browser-based platform by giving users a flexible interface. Users can access the software through common browsers without the need to install a thick-client on each computer and is accessible anywhere the user has internet access. To sign in, an administrator can configure the system to use a traditional username and password or utilize single sign on (SSO) through active directory integration. BOSS4 can integrate with active directory and as an extra means of security, a two-factor authentication can be established globally for a traditional username and password setup.

One of the key features is the plate search capabilities. When running a plate search, the user search screen is simplified by easily accessing common search parameters: plate (including partial and wildcard) and date range. For more complicated searches, users can expand the filter menu revealing additional parameters including: address and multi-address / geofence, read status (i.e. read, hit, or misread), hotlist, user, notes, MANTIS vehicle description (vehicle brand, color, body type, and various distinguishing characteristics), and device/camera. The filter menu also allows the State to load shared data from other agencies. Data is displayed using an infinity scroll, allowing quick results from the system, especially for large data sets. Read details are displayed in-row by clicking an expand button. This includes all hit information (if available), expandable map display, nearest physical address and GPS, zoom-capable plate and vehicle images, dispositions, and room for notes. Users can also load additional images of the same plate from a read. This aids in determining vehicle location patterns and viewing daytime and nighttime images. Hit information becomes part of a read's metadata and will remain associated with that read. The only instance where a hit is not seen with a read is a covert hotlist hit. In that instance, the hit information is still part of the read, but access to the hit information is limited to the users listed in the covert hotlist.

With BOSS4, users also have data analysis capabilities. This allows investigators to determine patterns in vehicle behavior that may or may not involve hotplates. Some of the analytics are built into the search engine itself, such as the Zone Report, where users can analyze vehicles found in multiple locations, such as a string of robberies. Another tool built into the search feature is the ability to view other plate reads of the same plate. This is a single-click button in the reads detail that displays all other instances of that plate found within a date range. This can be very helpful in finding patterns of movement in different areas or viewing a daylight image of a vehicle when the original read is at nighttime.

As a separate service within BOSS4, the Caravan and Suspicious Traveler patterns use customized parameters to help identify vehicles that travel together or travel to areas deemed suspicious by investigators. The Caravan tool identifies a group of vehicles traveling together as either a cohort (miscellaneous group of vehicles frequently found in the same areas) or a convoy (group of vehicles with one known plate from a hotlist that are traveling together). Within each of these, an investigator can set parameters such as time between vehicles, minimum number of vehicles, and total time for evaluation. Suspicious traveler identifies vehicles that travel to multiple areas that are deemed suspicious in a defined time range.

For administrators of the system, we enhanced the capabilities of aspects around device and site management, hotlist management and deployment, role and group security, user management, sharing management (also called interoperability), API management, and general configuration options. Additionally, all users, devices, groups, sites, and hotlists are portable from BOSS3 to BOSS4 and backward compatible without the need of an additional translation service.

Other improvements to the system include map locations of devices, IP address of user logins along with active time duration, CJIS-level password restrictions, search tools to locate and edit plates within a hotlist, and also geofence hotlists (hotlists that only trigger within a map polygon area). Hotlists can be deployed from either the hotlist management screen or the device screen, and sites can be used to auto assign hotlists to a group of devices. Retention settings are set globally but allow for additional options such as retention by reads with notes, retention of audit records, and reads by tenant (multi-tenant option). Targets (person of interest), hotlist scheduling, color coding, and other BOSS3 functionality has been improved in BOSS4.

BOSS4 expands on an idea first introduced in BOSS3 to network agencies together while still maintaining agency control of the local data. This data network, called Interoperability within BOSS4, creates a national network of agencies sharing data between each other without giving up control of their local data. In BOSS4, the ability to share requires minimal setup between agencies and is integrated into the search feature. The sharing system displays all available sharing connections, the connections already established, and pending connections.

An audit report, issued in February 2020 by the California State Auditor (<http://auditor.ca.gov/pdfs/reports/2019-118.pdf>), cited several concerns around the uninformed distribution of local data to agencies well outside the state, including non-public entities, or at minimum sharing ambiguously with non-verified entities. The Auditor report also stated that many of the agencies were not fully aware of who else was looking at their data. In one instance cited in the report, an agency had sharing disabled to another agency only to have it turned on automatically several months later without their knowledge or authorization. The philosophy behind BOSS4 is to provide the ability for agencies to share with any agency, while retaining complete control of their data. All sharing is protected by a two-way handshake between agencies (inbound data flow and outbound data flow), including agencies in a share is a deliberate action by a user, and all transactions will show up in audit logs for all agencies involved. In the same Auditor report, one agency using PIPS Technology (now Neology) products was able to identify exactly which agencies they shared with and were able to control the flow of data to those agencies. We have taken the following steps to ensure our customers have the right tools that can help solve crimes and give assurances to the public over privacy concerns:

- Each agency has the option to require justification for searching the data. The justification is attached to the search audit log for review and failure to provide a justification will prevent the user from searching data from the system. Justifications include a pre-defined drop down for users to select, a field for case numbers, and a field for free text explanations. Any or all of these options are configurable by the administrator.
- Data evidentiary chain of custody is important to any criminal case that ends up in court. Our system is designed to prevent data from being accessed, used, tampered, or deleted specifically to give assurances that the evidence is sound. This includes preventing unauthorized searching through the sharing system without an audit log entry.
- The BOSS4 system has several methods for reviewing audit logs. The audit log table shows a running list of all audit entries. This log shows all user events, date/time stamp, username, and the outcome of that action. There are also several canned audit reports for specific audit information. This includes the user activity report, queried plate report, a login statistics report, and report showing audit logs entries.
- Throughout the BOSS, there has always been a strong consideration given to data privacy and public transparency. This is a deliberate action on our part to help our customers navigate concerns from

privacy groups and the public around ALPR technology. To accomplish this, we have designed aspects into our products to help each agency maintain its trust with the local public. As mentioned previously, we take seriously the suggestions and concerns from our customers such as those outlined by the State of California in its Auditor report even if most of the concerns do not involve Neology customers.

Another concept added into BOSS4 to help customers is the ability to have multiple agencies integrated, but separated, into an instance of BOSS. This multi-tenant feature allows a host agency to delegate management of additional agencies while still allowing for the uninterrupted flow of data between the agencies in that single instance. In some instances, agencies will host on behalf of other agencies for several reasons including cost consolidation, data sharing, and resource sharing. The optional multi-tenant feature allows each agency the ability to manage users, devices, and hotlists within the agency while still sharing the read/hit data with the other agencies. This feature also adds another layer to the Role-based security by placing roles, groups, and users within a specific tenant.

Mobile License Plate Recognition

The P720 camera is the latest upgrade of our mobile ALPR camera. The upgrade keeps with the existing enclosure design and cable connector, but the redesign all the other components including camera sensor, firmware, LEDs, color and IR lenses, and integrated security. The SX4e is the next generation mobile processor model. Like the P720 redesign, the SX4e redesign was to modernize and to improve the technology. The upgraded system shifted from a proprietary power and communications interface card to a standard Power over Ethernet (PoE) card to allow for greater deployment versatility.

P720 Camera Highlights:

- The P720 camera can read plates using both the IR and the color sensors. The dual channel OCR processes both color and IR plate images and provides the read with the highest confidence. The camera can process multiple vehicles simultaneously at a rate of 60fps. Color images are still provided as an overview image of the vehicle.
- Per plate detection, the cameras are designed to capture six frames (color and IR with triple-flash) per read to provide the best possible OCR result.
- Camera cabling utilizes Power over Ethernet (PoE) for power and communication to the processor. This extends the potential cable length from a maximum of 22' to 300' with the new P720 cameras.
- Each camera is IP67 rated and is operational after being fully submerged in water.
- The camera field of view (FOV) has increased 42% to 1280x720 from the State's existing P634 cameras.
- Focal distance has also increased by 50% to 45' on a standard Traffic camera, with the potential reaching as far as 60' with a Long Traffic camera.
- The combination of improved FOV and focal distance allows for consistent two-lane plate detection. Three lanes are also possible, but it is recommended to align the cameras for the adjacent lane for the best results.
- The camera is available with a smoke lens that helps reduce ambient light from the LEDs.
- Integrated IR lighting allows for the camera to take pictures in daytime or night without the need for additional lighting.

SX4e Processor Highlights:

- SX4e can operate one (1) to four (4) cameras simultaneously and independently of each other.

- Data storage is a local solid-state hard drive that encrypts data at rest.
- The processor was tested to MIL STD 810G for 96 hours and remained fully functional. The SX4e was also tested to -40C (-40F) and +60C (+140F) thermal testing with the processor fully functional at both extremes and continued to operate beyond the testing parameters.
- Variable fan speed reduces processor noise and helps maintain ideal operation temperature. The fan is the only moving part in the entire processor.
- Includes Garmin GPS 16x sensor.
- The system can be configured to utilize the Wi-Fi sensor.

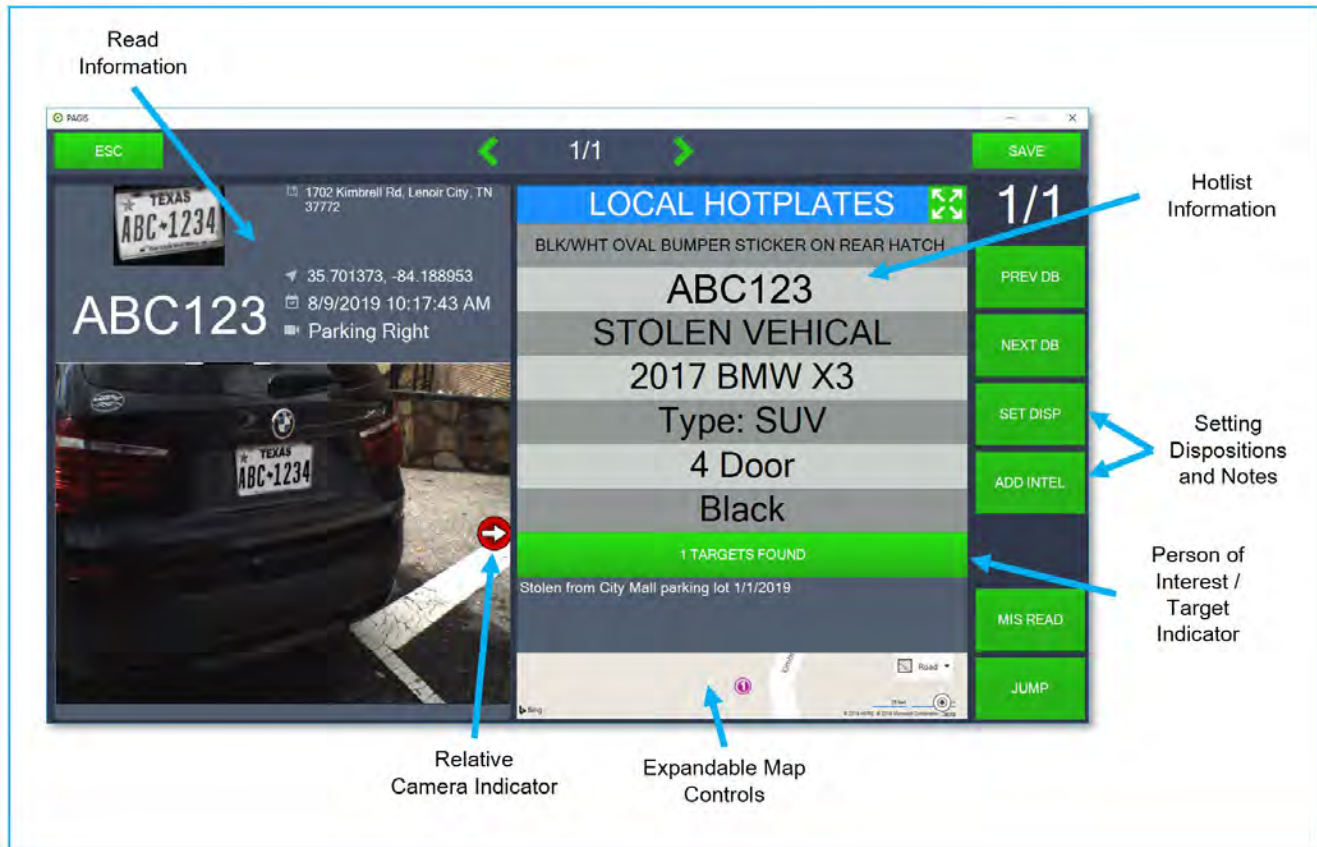


Specifications	Mobile ALPR System
Camera Dimensions	7 1/8" x 4" x 2" (18.1 x 10.2 x 5.1 cm)
Camera Weight	2 lbs. (0.9kg)
Camera Enclosure	IP67
Processor Dimensions	8" x 8" x 4" (20 x 20 x 10 cm)
Processor Weight	6.75 lbs. (3.1kg) without bracket, 8.5 lbs. (3.9kg) with bracket
Ruggedized Processor	MIL STD 810G tested for 96 hours
OPTICAL	
IR and Color Resolution	1280 pixels x 740 pixels
IR Lens Options	C-Mount lens 8-35mm
Color Lens Options	C-Mount lens 6-16mm
Frame Rate	60 fps
Camera working distance US	10 ft to 45 ft, 60 ft optional available
Integrated Illuminator	Effective up to 20 m (65 ft) Wavelengths: 740nm, 810nm, 940nm factory fit options
ELECTRICAL	
Operating System	Windows 10 IoT
CPU	3.7GHz i3
Data storage	80GB SSD
COMMUNICATIONS	
GPS	Garmin GPS 16x, LVS
Ethernet Communication	Gigabit Ethernet 10/100/1000; 8 ft standard
Wireless Communication	WiFi
Cable	Power-over-Ethernet cable, 15' to 100' (4.6m - 30.4m) available length
Connection Type	RJ45 to Lemo connector
Operating Temperature	-40C to +60C (-40F to +140F)
Data Security	-Database encryption at rest -Encrypted communications -User login required
OTHER	
Power Requirement	12VDC at 6.03Amps
Safety	FCC, RoSH, CE

Police ALPR Graphical Interface Software (PAGIS)

Officers using the mobile ALPR equipment will have the PAGIS software installed on the MDTs. This software is the alerting and search tool for the officers patrolling in mobile units along with administrative tools to the mobile cameras and processor itself. PAGIS utilizes a two-screen view showing two cameras simultaneously, or a one-screen view, for normal use and it emphasizes driver safety by improving the visualization. Knowing that users are in a moving vehicle, the buttons are large and placed on the screen in a way to make it easier for the officer to touch. Images such as the plate and vehicle are larger and more pronounced as is the hit information when an alert occurs.

PAGIS provides fast alert response time, can monitor up to four (4) cameras simultaneously (even if only two camera feeds are on the screen, all four cameras will trigger alerts), synchronizes with BOSS4 through a secure wireless connection, and can update its firmware remotely and automatically. When a user logs in, they will immediately see the camera images available and provide menu icons at the top. Security levels will determine if the user can access administrative menus, but standard users can review images captured, add dispositions to hits, add hotplates, and view capture statistics. As with BOSS4, new features are added to the software frequently. More detailed information on the PAGIS software interface can be found in section C.7.



Optical Character Recognition and Deep Learning OCR

Neology's OCR technology dates back over two decades when the first mobile camera systems were being introduced in United States law enforcement. During that time, the OCR engine has only improved and is recognized as an industry leader across the world in plate finding and recognition. The engine itself identifies and reads the plate regardless of the state or the plate specialty including vertical characters. The base OCR engine can read in all 50 states with emphasis given on the local region. This proprietary OCR engine does not require outside databases to determine plate recognition. The engine is trained and configured on plate samples and a file, known as a CarDet, is applied to each camera assuring accurate reads.

In addition to the base OCR engine, the DLOCR engine utilizes deep learning neural networks to drastically improve the accuracy of plate reads. In conjunction with the OCR engine, the DLOCR engine not only boost the accuracy of the plate read but also allow for state recognition of the plate, improved performance

on faded and worn-out plates, and in bad weather. The DLOCR engine also allows for rapid learning of new plates compared to traditional OCR engines.

For plate from outside of the United States, the OCR engine is just as capable of reading those plates as well. The Neology OCR engine spans 217 countries. Below is a map of the countries which Neology has OCR capabilities.



Tab8 – Value Added Products and Services

Data Validation

All Neology ALPR equipment includes features designed specifically to validate the accuracy of the read timestamp. This is accomplished the moment a read is captured by a camera. For both fixed and mobile cameras, the camera itself validates whether it can use a third-party verification of the time. This is accomplished using either an NTP server or GPS satellite time. The camera will verify the time accuracy against either of those systems and produce a watermark on the read images. The validated time information is included in read metadata and is viewable in the BOSS4 system. If the time cannot be validated, the metadata and the watermark will note that the time has not been verified by a third-party system. This does not necessarily mean that the time is inaccurate, only that it could not be validated at the time of the read capture.

Mantis 4-D Vehicle Identification System

Mantis is a machine learning neural network system that uses the color overview image of a read to determine physical characteristics of a vehicle. This additional metadata is searchable by the BOSS4 system, allowing users to search for not just a license plate, but also vehicle color, make, body type, and other distinguishing characteristics. These other characteristics include, but not limited to, racing stripes, spare tires, roof racks, and bumper stickers. The machine learning technology allows for adding additional characteristics to the engine through training the Mantis engine. This information that Mantis can capture from the actual image of the vehicle goes beyond standardized databases such as DMV or Carmax that only provide cursory information on the vehicle that may or may not be up to date.

Tab9 – Required Documents

Please find attached the following documents requested

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

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
 - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

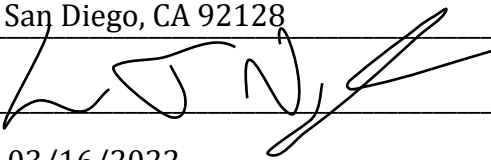
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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

Offeror: Luke Normington

Address: 13520 Evening Creek Drive

City, State, Zip: San Diego, CA 92128

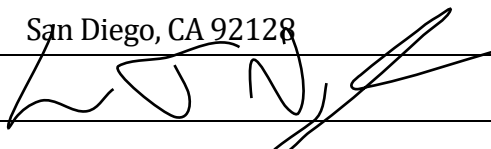
Authorized Signature: 

Date: 03/16/2022

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	Neology Inc.
Print Name	Luke Normington
Address	13520 Evening Creek Drive Suite 460
City, State, Zip	San Diego, CA 92128
Authorized signature	
Date	03/16/2022

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

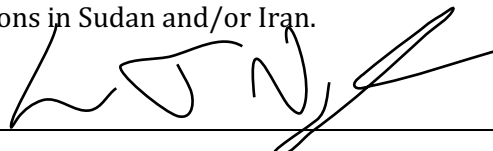
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

Business Operations in Sudan, Iran

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

Authorized signature



Date

03/16/2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)


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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Neology Inc
Address	13520 Evening Creek Drive Suite 460
City/State/Zip	San Diego, CA 92128
Telephone No.	(858) 391-0260
Fax No.	858-91-0264
Email address	lnormington@uk.neology.net
Printed name	Luke Normington
Position with company	ALPR Managing Director
Authorized signature	

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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



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