

03/21/2022

4221 Tudor Lane • Greensboro, NC 27410

Toll Free: 1 (877) 773.5724 • Outside USA: +1 (336) 379.7135

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# 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. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

#### **Process**

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

#### **♦** Contract Administration

► The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

#### **♦** Contract Term

- ▶ The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
- ▶ It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

#### ♦ Contract Waiver

▶ Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

#### ♦ Products and Services additions

▶ Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.

#### ♦ Competitive Range

▶ It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

#### ♦ Deviations and Exceptions

▶ Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

#### ♦ Estimated Quantities

▶ The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 million dollars annually. This estimate is based on the anticipated 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 countersignature 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	Selex ES Inc
Address	4221 Tudor Lane
City/State/Zip	Greensboro / NC / 27410
Telephone No.	336-379-7135
Fax No.	336-379-7164
Email address	tim.coffin@leonardocompany-us.com
Printed name	Timothy Coffin
Position with company	Manager of Project Management
Authorized signature	Timothy Coffin

## Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of <u>April 19, 2022</u> , by and between National Cooperative Purchasing Alliance ("NCPA") and <u>Selex ES Inc</u> ("Vendor").
Recitals
WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated <u>April 19, 2022</u> referenced as Contract Number <u>05-68</u> , 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 (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

<b>Entity Name</b>	Zip Code	State	PO or Job #	Sale Amount

_	_		
Tota	l		

► 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.

Annual Sales Through Contract	Administrative Fee
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 Co	operative Purchasing Alliance:	Vendor:	Selex ES
Name:	Matthew Mackel	Name:	Julio Valcarcel
Title:	Director, Business Development	Title:	Vice President of Sales
Address:	PO Box 701273	Address:	422 Tudor Lane
	Houston, TX 77270		Greensboro, NC 27410
Signature:	At Anym	Signature:	Jula Valeund
Date:	April 19, 2022	Date:	5/4/22
Datei	7 pm 10, 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.

<b>✓ 50 States &amp; District of Columbia</b> (Selecting this box is equal to checking all boxes below)					
Alabama	Maryland	South Carolina			
Alaska	Massachusetts	South Dakota			
Arizona	Michigan	Tennessee			
Arkansas	Minnesota	Texas			
☐ California	Mississippi	Utah			
Colorado	Missouri	Vermont			
Connecticut	Montana	☐ Virginia			
Delaware	Nebraska	Washington			
☐ District of Columbia	☐ Nevada	☐ West Virginia			
Florida	☐ New Hampshire	Wisconsin			
Georgia	☐ New Jersey	Wyoming			
Hawaii	New Mexico				
Idaho	New York				
Illinois	North Carolina				
Indiana	North Dakota				
☐ Iowa	Ohio				
Kansas	Oklahoma				
☐ Kentucky	Oregon				
Louisiana	Pennsylvania				
Maine	Rhode Island				

	All US Territories and Outlying Areas (	Selecting this box is equal to checking	ng all boxes below)
	American Somoa	Northern Marina Islands	
	Federated States of Micronesia	Puerto Rico	
	Guam	U.S. Virgin Islands	
	Midway Islands		
•	Minority and Women Business Enterprise (MWE)  It is the policy of some entities participati business enterprises (MWBE) and histori purchase of goods and services. Respond an M/WBE or HUB certified.  Minority / Women Business Enter Respondent Certifies that the	ing in NCPA to involve minority a ically underutilized businesses (H lents shall indicate below whethe prise	(UB) in the
	<ul> <li>Historically Underutilized Busines</li> </ul>	,	
	<ul> <li>Respondent Certifies that the</li> </ul>	his firm is a HUB	
•	Residency		
	Responding Company's principal place of	business is in the city of <b>Greens</b>	sboro,
	State of NC		
<b>♦</b>	Felony Conviction Notice		
		therefore, this reporting requirement nyone who has been convicted of a foollowing individual(s) who has/have	elony.
	If the 3 <sup>rd</sup> box is checked, a detailed explan	nation of the names and conviction	ns must be
	attached.		
•	Distribution Channel		
	Authorized Distributor Ma	sition in the distribution channel: rtified education/government resell anufacturer marketing through resel her:	er
<b>♦</b>	Processing Information		
	Provide company contact information for	the following:	
	<ul> <li>Sales Reports / Accounts Payable</li> </ul>		
	Contact Person: Hailey V	anStralen	
	Title: Staff Accountant		
	Company: Selex ES Inc.		
	Address: 4221 Tudor Lane		
	City: Greensboro		Zip: <u>27410</u>
	Phone: 336-379-7135	Email: hailey.vanstralen@l	eonardocompany-us.com

■ Pt	urchase Orders								
	Contact Person: Sherri Cordo	Contact Person: Sherri Corder							
	Title: Planner/Scheduler								
	Company: <u>Selex ES, Inc.</u>								
	Address: 4221 Tudor Lane								
	City: <u>Greensboro</u>	_ State: <u>NC</u> _	Z	ip: <u>27410</u>					
	Phone: <u>336-379-7135</u>	Email	: sherri.corder@	leonardocompany-					
■ Sa	ales and Marketing		us.com						
	Contact Person: Nate Malor	ıey							
	Title: Nathan Maloney, VP	Marketing & Co	ommunication	<del></del>					
	Company: <u>Selex ES, Inc.</u>								
	Address: 4221 Tudor Lane			<del></del>					
	City: Greensboro	_ State: <u>NC</u> _	Z	ip: <u>27410</u>					
	Phone: <u>518-495-2288</u>	Email	: nate.maloney@	leonardocompany-					
			us.com						
Pricing Informa	tion								
In addition	on to the current typical unit pricin	ig furnished he	erein, the Vendor a	agrees to offer					
all future	product introductions at prices th	at are proport	ionate to Contract	Pricing.					
<ul> <li>If</li> </ul>	answer is no, attach a statement de	etailing how p	ricing for NCPA pa	articipants					
W	ould be calculated for future produ	ıct introductio	ns.						
	<b>✓</b> Yes	☐ No							
_	ubmitted includes the required NC		tive fee. The NCP.	A fee is					
calculate	d based on the invoice price to the	customer.							
	<b>✓</b> Yes	∐ No							

#### Tab 4 – Vendor Profile

Please provide the following information about your company:

• Company's official registered name.

Selex ES Inc., a Leonardo Company

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

In August 2004, Remington Arms and Leonardo (formerly Finmeccanica), Italy's largest defense contractor formed a joint venture to foster license plate recognition technology use among US law enforcement agencies. ELSAG North America launched its Automatic License Plate Reader, the Mobile Plate Hunter-900® (MPH-900®), and sixteen years later has deployed over 21,000 cameras at over 4,500 agencies in 30 countries with a primary focus on North America. In 2007, Remington Arms sold their interest in the license plate reading business to Leonardo making ELSAG North America a fully owned subsidiary. On January 1, 2014, through reorganization by Leonardo, ELSAG North America joined Selex System Integrators, and Selex Communications to form the U.S. based international subsidiary of Leonardo, Selex ES, Inc.

Today, the ELSAG® LPR product portfolio is designed, manufactured, installed and supported from the U.S. by Selex ES Inc. from their facilities in Greensboro, NC and Brewster, NY. As a fully owned subsidiary of Leonardo, one of the world's leading industrial conglomerates, the professional skills of more than 70,000 employees, technology, know-how, capacity to operate in critical contexts, and an innovative approach demonstrated by constant investment in Research & Development, are just some of the distinctive features Selex ES Inc. benefits from. The ability to identify problems and design solutions, combined with skills and experience in mechanical and information technology put Selex ES Inc. in the ideal position to develop new products and systems as it works to achieve its goal of Italian leadership and global recognition on reference markets.

Selex ES Inc.'s ELSAG® LPR team continues to be an innovative leader in the automatic license plate recognition marketspace. We remain committed to creating the best LPR hardware and software solutions available to law enforcement, public safety, and commercial customers.

At Selex ES Inc., we believe "Your Mission. . . Is Our Mission."

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

198749777

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

Jason Laquatra - General Manager and Executive Vice President
Julio Valcarcel - Vice President of Sales
Nate Maloney - Vice President of Marketing and Communications
Timothy Coffin - Manager of Project Management

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

Selex ES Inc. has two LPR offices in the United States, Greensboro, NC and Brewster, NY. Manufacturing and Service resides in Greensboro, NC, while R&D resides in Brewster, NY. Our sales teams are based in their region utilizing their residence as their primary location. We currently have a total of 11 sales team members.

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

#### **Iulio Valcarcel**

- Vice President of Sales
- Located in Maryland
- 410-960-3535
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#### Stephanie Pluchino

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#### Ben Miller

- Field Operations Manager International
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#### **Bart Blair**

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#### Desiree Holland

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#### Jim Craige

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#### **Craig Duncan**

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#### Matt Maxwell

- Field Operations Manager Mid-west
- Located in Ohio
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#### **Tracy Brown**

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#### Jorge Moreles

- Field Operations Manager International
- Located in Mexico City
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- <u>lorge.moreles@leonardocompany-us.com</u>

#### **Rob Ryan**

- Business Development Manager All Regions
- Located in Oklahoma
- 405-620-2238
- Rob.ryan@leonardocompany-us.com
- Define your standard terms of payment.

#### **Net 30**

• Who is your competition in the marketplace?

#### Current competition in the marketplace are as follows:

- Flock Safety
- Motorola Solutions (Formally Vigilant)
- Genetec
- Neology (Formally PIPS)
- NDI
- Rekor

• What differentiates your company from competitors?

We promote made in the USA, our legacy of providing solutions for 20+ years, our reputation for quality and responsive customer support, our collaboration with partner agencies when developing new products and our advanced back office software (most of the competition doesn't have anything as sophisticated as EOC.)

• Describe how your company will market this contract if awarded.

Contract names and numbers are placed on our website for customers to see. The sales team also suggest contracts based on regions or funding. Each of our contracts are available on our quoting module, allowing for the sales team to quickly present pricing.

• Describe how you intend to introduce NCPA to your company.

Selex ES Inc. will provide information on our website, promoting the new contract is available for customers to purchase from.

- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website. Each request for a quote is routed to the proper Field Operations Manager. Selex ES Inc does not have an online ordering catalog or ordering website. This is due to the complexity of hardware and services prepared for each customer.
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Selex's dedicated team of ALPR support specialists provides 24/7/365 remote customer support from our Greensboro, NC manufacturing facility and our Brewster, NY office. Our help desk is staffed with background screened, Level 4 CJIS Certified technicians with an average service tenure of more than 9 years. Our primary call center operates M-F, 8-5 Eastern US, and our technicians work an on-call rotation afterhours. After-hours calls are routed to a third-party answering service located in Utah, which dispatches emergency requests to the on-call technician by phone. Our toll-free support numbers are 866-9-MPH900 (967-4900) and 877-77-ELSAG (773-3572), and our local number is 336-379-7135. Customers may also file support requests online at <a href="https://www.leonardocompany-us.com/lpr/technical-support">https://www.leonardocompany-us.com/lpr/technical-support</a>.

◆ Green Initiatives (if applicable)

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

#### **Recycling Program**

- Cardboard
- Batteries
- Toner

#### Energy

- Sensor Activated Lights
- Updated lighting system to LED technology
- Replaced Fluorescent Fixture with T-8 Lamps
- ♦ Anti-Discrimination Policy (if applicable)
  - ▶ Describe your organizations' anti-discrimination policy.

707 WORKPLACE OF RESPECT

Selex ES Inc. is committed to providing a workplace free of discrimination, harassment and retaliation. Actions, words, jokes or comments based on an individual's sex, race, color, age, national origin, religion, pregnancy, disability, veteran status or any other legally protected characteristic will not be tolerated.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Some examples include racial slurs, ethnic jokes, posting of offensive statements, posters, or cartoons, or other similar conduct.

Sexual harassment refers to behavior of a sexual nature which is unwelcome and personally offensive to the recipient. Sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Unwelcome sexual advances, and other verbal or physical conduct of a sexual nature constitute "sexual harassment" when:

- 1. Submission to such conduct is made explicitly or implicitly a condition of an individual's employment; or
- 2. Submission to or rejection of such conduct is used as a basis for an employment decision affecting the employee; or
- 3. The harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an environment which is intimidating, offensive, or hostile to the employee.

Unwanted physical contact, foul language, sexually oriented propositions, jokes, or remarks, obscene gestures or the display of sexually explicit pictures, cartoons, or other materials may be considered offensive to another employee.

Employees are expected to report any incident of misconduct or harassment promptly to their supervisor or manager (or to any other member of management) or to the Human Resources Director, who is responsible for investigating the matter. Any supervisor or manager who becomes aware of possible discrimination, harassment or retaliation will immediately inform the Human Resources Director. The Company emphasizes that you are not required to complain directly to your immediate supervisor or manager if your supervisor or manager is the individual who you believe is harassing you.

Every complaint of harassment will be investigated thoroughly, promptly, and as confidentially as possible. In addition, Selex will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint to a supervisor, manager, or the Human Resources Director.

Anyone found to be engaging in sexual or other forms of unlawful harassment/misconduct will be subject to disciplinary action, up to and including immediate discharge.

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

Entity Name	Jurisdiction	Entity Number	Contract Renewal	Status	Incorporation Date	Qualification Date	Annual Report Date	Agent Representation
SELEX ES INC.	KY	0890930	5/31/2022	Open	6/11/2001	6/27/2014	6/30/2022	1
SELEX ES INC.	NJ	0101032756	5/31/2022	Open	6/11/2001	6/12/2014	6/30/2022	1
SELEX ES INC.	CT	1217536	8/31/2022	Open	6/11/2001	9/12/2016	9/30/2022	1
SELEX ES INC.	NY	4537293	8/31/2022	Open	6/11/2001	3/3/2014	3/31/2022	1
SELEX ES INC.	TN	001051987	8/31/2022	Open	6/11/2001	9/18/2019	4/1/2022	1
SELEX ES INC.	VA	F1975566	8/31/2022	Open		9/25/2014	9/30/2022	1
SELEX ES INC.	L	73067944	9/30/2022	Open	6/11/2001	10/19/2021	9/30/2022	1
SELEX ES INC.	SC		10/31/2022	Open	6/11/2001	11/18/2020		1
SELEX ES INC.	AR	811153563	12/31/2022	Open	6/11/2001	1/2/2018		1
SELEX ES INC.	CA	C3651794	1/31/2023	Open	6/11/2001	2/28/2014	2/28/2023	1
SELEX ES INC.	FL	F14000000857	1/31/2023	Open	6/11/2001	2/25/2014	5/1/2022	1
SELEX ES INC.	GA	14021228	1/31/2023	Open	6/11/2001	2/1/2014	4/1/2022	1
SELEX ES INC.	IN	2014022600134	1/31/2023	Open	6/11/2001	2/25/2014	2/28/2024	1
SELEX ES INC.	MA	001129147	1/31/2023	Open	6/11/2001	2/24/2014	3/15/2023	1
SELEX ES INC.	MD	F15705908	1/31/2023	Open	6/11/2001	2/25/2014		1
SELEX ES INC.	MO	F01376050	1/31/2023	Open	6/11/2001	2/7/2014	5/31/2022	1
SELEX ES INC.	NC	1364145	1/31/2023	Open	6/11/2001	2/25/2014	4/15/2022	1
SELEX ES INC.	ОН	2272171	1/31/2023	Open	6/11/2001	2/25/2014		1
SELEX ES INC.	TX	801940284	1/31/2023	Open	6/11/2001	2/24/2014		1
SELEX ES INC.	WV	372605	1/31/2023	Open	6/11/2001	11/8/2017	6/30/2022	1
SELEX ES INC.	AZ	F19107098	2/28/2023	Open	6/11/2001	3/10/2014	3/10/2023	1
SELEX ES INC.	DC	C00005114618	2/28/2023	Open		3/4/2015	4/1/2022	1
SELEX ES INC.	NM	4882180	2/28/2023	Open	6/11/2001	3/18/2014	4/15/2023	1
SELEX ES INC.	PA	4252332	2/28/2023	Open	6/11/2001	3/3/2014		1
SELEX ES INC.	WA	604078502	2/28/2023	Open	6/11/2001	3/14/2017	3/31/2022	1
SELEX ES INC.	DE	3399894	4/30/2023	Open	6/11/2001		3/1/2023	1
SELEX ES INC.	KS	3055548	4/30/2023	Open	6/11/2001	8/28/2001	4/15/2022	1

### Tab 5 - Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- 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.
- ◆ The following is a list of suggested (but not limited to) Fixed and Vehicle License Plate Recognition categories. List all categories along with manufacturer that you are responding with:
  - ► Fixed License Plate Recognition
  - ▶ Vehicle License Plate Recognition

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

- ▶ Brief description of the product
- ► List integration partners
- Overview of process from setup to completion
- ▶ Install timeframe from PO signature to final training
- ▶ Performance matrix
- ► Reporting matrix
- ▶ Attach case studies
- Provide read rates
- ▶ Describe how you handle out of country plates
- ▶ Describe how you handle specialty plates
- ▶ Describe how plates are analyzed. What database or technology do you utilize?
- ▶ Provide number and location of personnel available for support (internal or subcontracted)
- **▶** Warranty information
- ▶ Special terms and conditions for this service if applicable

#### Fixed and Mobile License Plate Cameras:

- ▶ Brief description of the product (Attached PDF Files)
- ► List integration partners
  - Gtechna (<a href="https://www.gtechna.com/">https://www.gtechna.com/</a>)
  - Paylock (<a href="https://paylock.com/">https://paylock.com/</a>)
- Overview of process from setup to completion (Attached PDF Files)
- ▶ Install timeframe from PO signature to final training
  - 8-12 weeks from PO to Final Training (Fixed)
  - 4-6 weeks from PO to Final Training (Mobile)
- ▶ Performance matrix (Attached PDF Files)
- ► Reporting matrix (Attached PDF Files)
- ► Attach case studies
  - Unavailable for distribution.
- Provide read rates
  - Generically 99% capture rate, 95% accuracy. These rates may be impacted in some areas as plates are newly introduced in various locations. Incorporate an active ongoing update process to continuously maintain these basic levels.
- ▶ Describe how you handle out of country plates
  - Models may be blended in areas geographically located near a border to improve performance.
- ► Describe how you handle specialty plates
  - Referencing the guidelines outlined in the latest AAMVA License Plate standards and utilize advanced neural network modeling.
- ▶ Describe how plates are analyzed. What database or technology do you utilize?
  - We offer both classical OCR template-based algorithms and image analysis utilizing machine learning, advanced neural network modeling. This can be dependent on specific hardware configurations available at different locations.
- ▶ Provide number and location of personnel available for support (internal or subcontracted)
  - Offices in Greensboro, NC and Brewster, NY. Subcontractors are selected based on regions and number of systems deployed.
- ► Warranty information (Attached PDF Files)
- ▶ Special terms and conditions for this service if applicable (Attached PDF Files)



Product Catalog ELSAG® Automatic License Plate Reader/Automatic Number Plate Reader Technologies

Toll Free: 1 (877) 773.5724 Outside USA: +1 (336) 379.7135.

Selex ES Inc, a Leonardo Company.

Made In The USA

**Request More Info Here** 

# With 70% of criminal activity in the U.S. involving a vehicle, ELSAG® Plate Hunter ALPR systems are critical to addressing many missions.

#### **REAL TIME INTERVENTION**

- SILVER and AMBER Alerts
- Auto theft recovery
- Highway and traffic safety
- Homeland security
- Perimeter security
- Speed enforcement
- Probable cause generation
- Rental contract violations

#### **REVENUE COLLECTION**

- Garage and lot access
- Parking enforcement
- Scofflaw violations
- Tax collection
- Toll collection

#### INTELLIGENCE GATHERING

- Suspect surveillance
- Link analysis
- Traffic pattern analysis
- Convoy analysis
- Cross search analysis

#### **ELSAG® Plate Hunter In Action**

Digital ELSAG® ALPR cameras are securely mounted to the patrol car or to infrastructure like a utility pole or sign gantry.

- 1 Patrolling officers and fixed cameras scan plates of passing vehicles, capturing license plate numbers, date/time stamps and GPS locations. Data is sent to the ELSAG Enterprise Operations Center.
- 2 An infrared camera captures images of each plate and a color camera captures overview images of each vehicle.
- 3 A computer reads the plate characters and compares them with a hot list.
- Officers are instantaneously alerted of a match.

# Database Y01-N010 000-01T8 000-01T8 P93-F6L4 400-591T

#### **ELSAG® Plate Hunter Performance**

- > Cameras read license plates, day or night, in any weather.
- > Mobile systems process plates on parked and moving vehicles.
- ightarrow Plates are processed at up to 150 mph (241 kph) closing and passing speeds.
- Plates are recognized using specially designed protocols for each jurisdiction in which the systems are deployed.
- Alerts are sent to officers, command centers and other patrol cars instantaneously, upon identifying a suspect vehicle.
- Captured data includes date/time stamps, GPS coordinates and photo of the license plate and vehicle.
- Fixed cameras can be configured to capture the speed of passing vehicles for statistical data collection.
- > Mobile systems can be configured to transfer easily from vehicle to vehicle.
- > Hot list updates are wirelessly received and transmitted.



ELSAG ALPRs are also powerful parking enforcement tools.



# ELSAG® PLATE HUNTER ALPR HARDWARE IS DEPENDABLY LAW ENFORCEMENT TOUGH



#### **ELSAG MOBILE PLATE HUNTER® ALPR SYSTEM**

The ELSAG Mobile Plate Hunter® is the most accurate mobile Automatic License Plate Recognition (ALPR) system available. Digital cameras mounted to the exterior of a patrol car read license plates while stationary or at highway speeds, comparing each to a hot or white list stored on the in-car computer. If the ELSAG Mobile Plate Hunter reads a license plate contained on one of the lists, alarms automatically broadcast to the operator and the command center. The ELSAG Mobile Plate Hunter aids a variety of missions such as recovery of stolen vehicles and plates, identification of unlicensed drivers, collection of delinquent taxes/fines and fees for other scofflaw activities, aiding of Homeland Security, and many more.



#### ELSAG\* FIXED PLATE HUNTER ALPR SYSTEM

The ELSAG Fixed Plate Hunter ALPR system can be mounted to bridges, overpasses and other structures to constantly monitor sensitive areas. Cameras with a built-in processor, a field control unit (FCU) and proprietary software, capture images of license plates, cross-checking each with hot or white lists to identify vehicles of interest. Alarms broadcast in real time to a command center, patrolling vehicles, and/or mobile devices for immediate reaction. Data captured can be reviewed for relevant periods of time, aiding investigations. The ELSAG Fixed ALPR can also determine a vehicle's speed. Speed data can provide valuable traffic statistics, identify patterns, and automatically detect traffic anomalies.



#### **ELSAG® VPH900**

The ELSAG VPH900 uses a software solution to convert image and video clips from select IP cameras into usable data that identifies the license plate number and creates a record that includes date, time, and location. These records can be automatically loaded and archived in the ELSAG® EOC data management system which has been selected by some of the world's largest police departments for its robust analytical capabilities. Plate numbers can be automatically compared to hot or white lists to identify vehicles and generate alarms in real time.



#### **ELSAG® STREET SENTRY ALPR SYSTEM**

The ELSAG Street Sentry is a solar-powered fixed ALPR system that economically aids law enforcement with real-time vehicle interdiction and investigations on city streets and in neighborhoods. This low-cost, autonomous system requires only a pole for installation. Just one ELSAG Street Sentry is highly effective at increasing agency productivity by reading and processing license plates 24/7 to identify vehicles of interest. Multiple deployments can create an ALPR safety net in areas around your community that need additional policing. The ELSAG Street Sentry is ideal for helping to secure community borders, parks and other public areas, high-traffic intersections, and high-crime areas.

# OUR ALPR SOFTWARE SUPPORTS ELSAG® PLATE HUNTER SYSTEMS AND ENHANCES PERFORMANCE FOR SPECIFIC APPLICATIONS



#### **ELSAG® CARSYSTEM**

The ELSAG CarSystem application monitors the activity of the ELSAG ALPR cameras connected to the onboard computer. It gives the user a view of the license plate reads, alarms generated by those reads when compared against hot lists, and reports the status of the system. Other features of the ELSAG CarSystem include a pending alarm view, officer notes field and built-in camera controls.



#### **ELSAG® ENTERPRISE OPERATIONS CENTER**

Leonardo's back office operations center, the ELSAG Enterprise Operations Center (ELSAG EOC), is the brain that manages all ELSAG Plate Hunter® mobile, fixed and custom Automatic License Plate Recognition (ALPR) cameras with enhanced features for data security, access and auditing. The ELSAG EOC uploads and archives both read and alarm data coming from all the vehicles and fixed cameras, and also manages the distribution of the plate database, or hot list, to ALPR units. The ELSAG EOC software includes a website that allows remote access to data by authorized users. ALPR data stored in the ELSAG EOC can be queried and analyzed to aid investigations.



#### **ELSAG® ALPR PARKING MANAGEMENT SOLUTIONS**

Leonardo solutions for parking bring efficiencies to management and enforcement. The ELSAG Plate Sentry powered by gtechna® automates parking lot management and handles parking issues, such as payment latency, overbooking and overflow, with minimal supervision and physical attendance. Leonardo's ELSAG ALPR hardware easily adapts to parking management via a unique API capable of integrating ALPR data with other parking software. And the ELSAG VPH900 software integrates with your IP cameras to provide more robust ALPR parking management and enforcement.



#### **ELSAG® CLOUD STORAGE SOLUTION**

Store your ELSAG ALPR data on a CJIS-compliant virtual server with Leonardo's ELSAG Cloud Storage Solution (ECSS). ECSS assists agencies with the IT responsibilities and costs associated with managing an ALPR data server. Leonardo will become your IT support for the virtual server, allowing your personnel to focus on their investigations. Your agency will retain complete ownership and control of the ALPR data, with the flexibility to meet jurisdictional storage and sharing policies.

#### **ELSAG® CUSTOM ALPR SOLUTIONS**

For missions that require discretion, ELSAG® automatic license plate recognition (ALPR) systems are concealed in apparatus or compartments that fit in naturally with their surroundings. These clever systems are nearly undetectable by anyone passing by as they read license plates to identify suspect vehicles. These powerful systems identify license plates connected to auto theft, child predators, warrants, scofflaws, uninsured vehicles, revoked driving privileges, parolees, and more.

#### **Features**

- > All ALPR components fit in custom housing: cameras, sensor, processing unit, independent power source.
- > Each custom system reads license plates day and night, in any weather, capturing plate numbers, photos of the car, GPS coordinates and date/time stamps.
- For each plate read, the ALPR system automatically compares the plate number to hot list databases to identify suspect vehicles.
- > For every suspect vehicle identified, alarms instantaneously broadcast to a command center, laptop or PDA (not included) within wireless range (0.5 Mile average).
- > Each custom solution is easy to move to a different area or switch to a different vehicle.



# ELSAG® PLATE HUNTER CUSTOM BARREL CAMERA

ALPR cameras read plates from inside a construction barrel, as vehicles travel through key areas or along corridors. Each suspect plate generates an alarm, sent to nearby officers for immediate interdiction.



# ELSAG® PLATE HUNTER CUSTOM TOOLBOX

ALPR cameras are disguised in the diamond plate side of the toolbox. The surveillance vehicle can read license plates when parked or moving.



# **ELSAG® PLATE HUNTER CUSTOM CARGO CARRIER**

A full ALPR system packs neatly into a common cargo carrier, reading plates from vehicle rooftops, day and night. ALPR cameras can read plates when parked or moving.



# **ELSAG® PLATE HUNTER CUSTOM POLE CAMERA**

ALPR cameras covertly read license plates from poles, gates and other structures. The housing resembles a utility box featuring a "weathered" patina. A swivel bracket allows 30 degrees of camera positioning for surveilling wide expanses.



# ELSAG® PLATE HUNTER CUSTOM RADAR TRAILERS & VARIABLE MESSAGE BOARDS

ALPR cameras mounted to trailers turn these standard enforcement tools into plate readers. Cameras can be fully or semi-concealed and can face backward or forward. A variety of models are available to meet mission needs.

Deploy ELSAG
custom ALPR
solutions for
missions that
require discretion.

#### INSTALLATION AND SUPPORT

A Leonardo Certified Technician will visit your agency for all hardware and software installations. If software installation is the only requirement, your agency will be able to connect remotely with Leonardo's Technical Support Team to complete the software installation and configuration via phone and internet. For fixed camera installations, a Leonardo ELSAG ALPR Specialist will conduct a site survey and develop an installation plan for your agency, then Leonardo Technicians will coordinate the fixed installations. Our goal is to provide solutions that meet the demands of our customers' missions. Engineering support is available for custom designs and installations. For pricing and more information contact us at 1 (877) 773.5724 or info@leonardocompany-us.com.

For technical support, call 1 (866) 967.4900.

#### LIMITED ONE-YEAR WARRANTY AND EXTENDED WARRANTY PLANS

A one-year limited warranty is included with the purchase of the Leonardo ALPR hardware. Extended warranty and service plans are available for purchase for additional years of coverage. For details please call 1 (877) 773.5724 or email warrantywizard@elsag.com.

For more information please email info@leonardocompany-us.com.

Selex ES Inc., a Leonardo Company. 4221 Tudor Lane, Greensboro, NC 27410

Tel: 1 (877) 773.5724

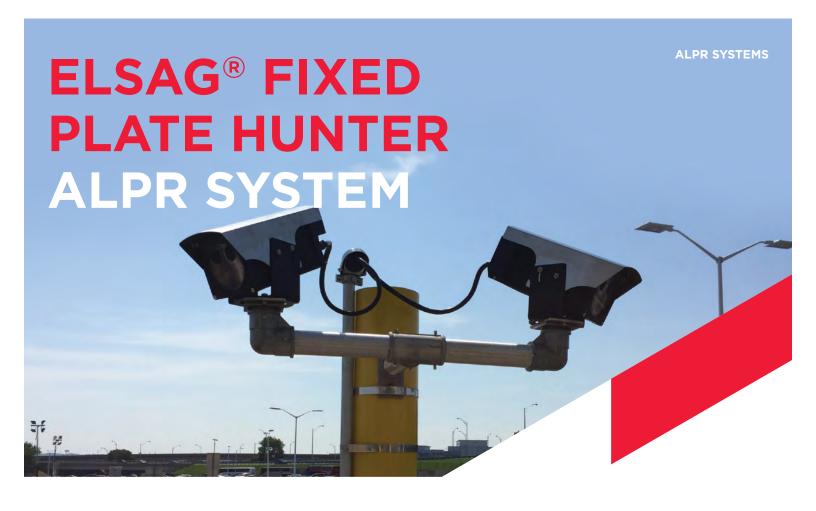
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#### CAPTURE ALPR DATA CONSTANTLY WITH THE ELSAG® FIXED PLATE HUNTER SYSTEM

The ELSAG® Fixed Plate Hunter Automatic License Plate Recognition (ALPR) system is engineered to assist in multiple functions for law enforcement, tolling and traffic data collection. It is comprised of advanced digital cameras with LED illumination and built-in processors, a Field Control Unit (FCU) and proprietary software.

The systems mount to structures such as bridges and overpasses reading license plates day and night, in any weather. Each plate number is automatically and instantaneously compared to hot lists to identify suspect vehicles or to white lists to validate vehicles on roadways as part of an HOV lane or tolling program. For each suspect vehicle identified, alarms broadcast in real time to a command center, patrolling vehicles, and/or mobile devices. for immediate reaction.

Each license plate read documents a color and black & white photo of the license plate, plate number, camera identifier and date and time stamps. This data can be stored on the ELSAG Enterprise Operations Center (ELSAG EOC) server for future queries and analysis, which aid investigations and meet other data analysis needs.

The ELSAG Fixed Plate Hunter also has the ability to determine a vehicle's speed. Speed data can be used to create analytical tools that provide valuable traffic statistics, identify traffic patterns, and automatically detect real time traffic anomalies, such as jams, stationary vehicles on open traffic lanes, and many other dangerous occurrences.



# Features of the ELSAG® Fixed Plate Hunter ALPR System

- Reads plates up to 115 feet (35m) away, day and night, in any weather
- Captures data for each plate read: b/w and color photo of the license plate and surrounding area, date/time stamps, camera identifier
- Data captured can be stored on the ELSAG Enterprise Operations Center (ELSAG EOC) server and analyzed to aid investigations and meet other data analysis needs
- System offers two digital camera models with built-in processors: the F3-POE and the F3-AC-Cellular
- Camera wavelengths and focal lengths optimize photo clarity and resolution
- Engineered with field-terminable Power over Ethernet cables, reducing system cost
- Performs internal data buffering, retaining its ALPR data during power or network outages

- Camera reports real-time ALPR results to the CarSystem and/or ELSAG EOC for hot list matching and final database insertion
- Depending on the camera model and configuration, a full or mini Field Control Unit (FCU) may be required to house the power and communication controls. The FCU houses:
  - A 120 VAC 10A circuit breaker
  - 48VDC power supply
  - Ruggedized Trendnet POE 8 port managed switch (fiber connectivity optional)
  - Rugged Brick PC is optional (I5, 8GbRAM, 2133MHz, extended temp 256 Gb)
- The FCU resembles a standard outdoor video surveillance camera, disguising the system's ALPR performance



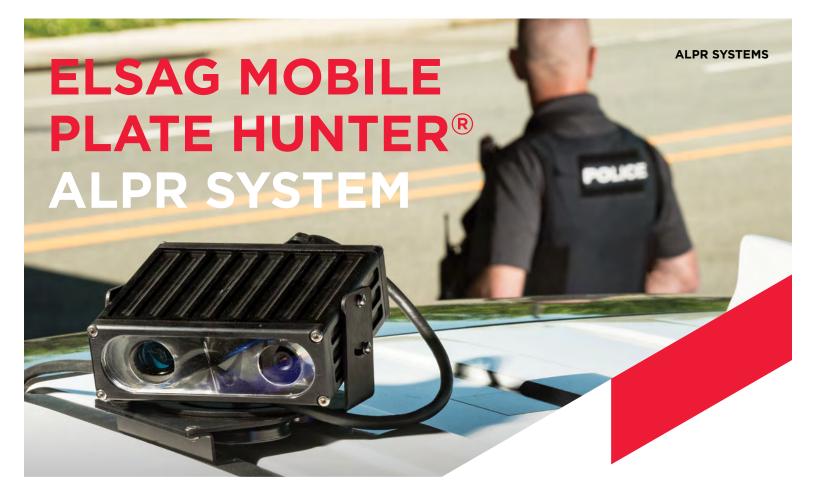


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For more information please email: info@leonardocompany-us.com

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# THE 7TH GENERATION ELSAG® MOBILE ALPR OFFERS FLEXIBILITY IN DEPLOYMENTS

ELSAG Mobile Plate Hunter® Automatic License Plate Readers (ALPR) are the most advanced available. Law enforcement routinely uses them to aid public safety missions like recovering stolen vehicles and plates, identifying unlicensed drivers, collecting delinquent taxes/fines, assisting homeland security, supporting investigations, and more.

Leonardo's newest model is more flexible than ever, featuring smaller, weather-safe components. The processor box and cables can now be mounted in exposed places such as a truck bed.

The 7th generation of the ELSAG Mobile Plate Hunter ALPR system reads and processes license plates 24/7 in any weather. Its performance and deployment flexibility help you enforce laws and solve cases faster.

- Processor box about 50% smaller than its predecessor and IP67 rated (exterior grade)
- Camera cable and cable connectors about 35% smaller
- IP67 rated power cable available for connection to externally mounted Processor.
- Latest CMOS sensor technology
- > High resolution cameras at 1280 x 1024
- > Expansive field of view
- Integrated power conditioning with a configurable delay timer
- > Low power consumption at 15w for 2 cameras
- ROHS compliant (Restriction of Hazardous Substances)



#### The ELSAG® Plate Hunter ALPR in Action

Digital ELSAG® ALPR cameras are attached to the body of a patrol car or to infrastructure like a utility pole or sign gantry.

- 1. Patrolling officers and fixed cameras scan plates of passing vehicles, capturing license plate numbers, date/time stamps and GPS locations.
- 2. An infrared camera captures images of each plate and a color camera captures overview images of each vehicle.
- **3.** A computer reads the plate characters and compares them with a hot list.



**4.** Officers are instantaneously alerted of a match.



Cameras can also scan in parking lots without a dedicated side camera.



#### **ELSAG® PLATE HUNTER ALPR PERFORMANCE**

- > Cameras read license plates, day or night, in any weather
- Mobile systems process plates on parked and moving vehicles
- Plates are processed at up to 150 mph (241 kph) closing and passing speeds
- Plates are recognized using specially designed protocols for each jurisdiction in which the systems are deployed
- Alerts are sent to officers, command centers and other patrol cars instantaneously, upon identifying a suspect vehicle
- Captured data includes date/time stamps, GPS coordinates and photo of the license plate
- > Fixed systems can capture the speed of passing vehicles
- > Mobile systems transfer easily from vehicle to vehicle
- > Hot list updates are wirelessly received and transmitted

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#### START OR EXPAND YOUR ELSAG ALPR NETWORK WITH OUR LOW-COST VPH900 SOLUTION

Leonardo's ELSAG® Video Plate Hunter 900 (VPH900) is a law enforcement technology solution that provides the benefits of automatic license plate readers (ALPR), using select low-cost IP cameras.

#### The ELSAG VPH900 is ideal for:

- Surveillance in high-crime districts or other areas of concern
- Perimeter security of vulnerable areas such as schools and universities, military bases, utilities infrastructure and casinos
- Access control for plants, municipal buildings and parking areas

The ELSAG VPH900 helps law enforcement identify suspect vehicles by creating data records from video and digital photos of license plates:

- 1. A color overview image of the vehicle
- 2. A black and white close-up image of the license plate
- Alpha-numeric character translation from the plate image
- 4. Date, time and GPS location

At the time of each read, the license plate number is automatically compared to hot or white lists to identify suspect vehicles. If the ELSAG VPH900 is networked to the ELSAG CarCystem or an ELSAG Enterprise Operations Center (EOC) data management server, suspect vehicles identified will generate visual and audible alarms that broadcast in real time to a command center or nearby officers. If not networked then the images can be post-processed to generate the data records.



#### The ELSAG EOC Helps You Manage Your ALPR Data to Solve Cases Faster

All VPH900 ALPR data can be stored in the ELSAG EOC server and archived for future queries and analysis. In-depth query filters for plate numbers, vehicle type, color, locations, date ranges and more, return results that can help you identify vehicles of interest quickly, to aid investigations. The ELSAG EOC has been developed in partnership with major law enforcement agencies around the world who rely on it every day. It is the premier analytical tool in the ALPR industry.

#### Which IP Cameras Best Suit Your Law Enforcement Missions?

The VPH900 works with a variety of IP cameras and may be compatible with cameras you already have in use. If not, our bundled packages, which include the camera and software, take the guesswork out of identifying the solution that best fits your needs. All it takes is a consultation with a Leonardo VPH900 specialist. The camera selection is based on the intended use and environmental factors such as light conditions and mounting distance.

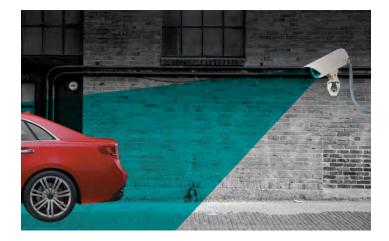
#### CAMERA PERFORMANCE RECOMMENDATIONS

To receive the most accurate information from the ELSAG VPH900 system:

- > Use mid-to-high quality digital cameras optimized for nighttime performance.
- > Image format for digital photo cameras is JPEG. Image format for digital video cameras can be MPEG4, H.264 or H.265.
- > Image resolution can be as low as 640 x 480 pixels, but higher resolutions are recommended.
- > The VPH900 can read license plates from black and white or color images possessing good contrast.
- Aim cameras toward license plates and set up to zoom in on that area in a manner that will deliver a license plate image of approximately 100 x 50 pixels. Leonardo has a simulator to test video samples for quality.

#### How the ELSAG® VPH900 Works

- As the selected IP cameras record passing vehicles, the ELSAG VPH900 software generates data for each vehicle, such as still photos, the license plate number, date and time stamps, and the identification of the camera capturing the video.
- In real time, license plate numbers are automatically compared to hot lists to identify suspect vehicles, or to white lists to validate permitted ones.
- When paired with the ELSAG Enterprise Operations Center (EOC), a variety of investigative and statistical analysis can be performed in real time.



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## CREATE AN ALPR SAFETY NET IN YOUR COMMUNITY WITH OUR AFFORDABLE SOLAR-POWERED SYSTEM

The ELSAG® Street Sentry is a fixed ALPR system that economically aids law enforcement with real-time vehicle interdiction and investigations. This autonomous system is compact, easy to deploy, and requires only a pole for installation. It's a force-multiplier that instantly increases agency productivity by reading and processing plates 24/7 to identify suspect vehicles.

Agencies will find suspect vehicles faster with a single deployment of the ELSAG Street Sentry. Its low cost also allows for multi-site deployments that create an ALPR safety net in any community.

Leonardo has decades of experience developing and advancing automatic license plate reader (ALPR) technology, rewarded by long-standing partnerships with law enforcement agencies, many looking for sustainable solutions. The ELSAG Street Sentry is a culmination of these that makes it more affordable for agencies of all sizes to start or expand an LPR program. Leonardo's quality and customer support make it the safest choice in the industry.

#### **ELSAG®** Street Sentry System Components:

The autonomous, compact, easy-to-deploy ELSAG Street Sentry system is comprised of:

- One solar panel
- One camera, purpose-built for reliability under the harsh environment of law enforcement
- > Cellular connectivity housed in a weatherproof utility box
- > One pole that houses the hardware

#### The Street Sentry is:

Reliable



Deployable



Affordable



Manageable



Scalable



#### Deploy One ELSAG® Street Sentry or create a multi-solution ALPR Safety Net



#### Where to deploy the ELSAG Street Sentry?

Use the ELSAG Street Sentry wherever and whenever you need. Start with one system and, if warranted, grow your network. Or saturate areas with multi-site deployments to create an ALPR safety net. Ideal areas to deploy include:

- Community borders
- > Parks and other public areas
- High traffic intersections
- High crime areas

Every license plate read by the ELSAG Street Sentry is instantaneously compared to law enforcement databases to identify suspect vehicles, which triggers real-time alarms to officers for immediate interdiction.

#### **ELSAG Street Sentry alarm data includes:**

- > License plate number
- › A photo of the license plate area of the vehicle
- > Date and time stamps of the read
- Camera location

#### Your ALPR data becomes intel:

This data can be stored in the ELSAG® Enterprise Operations Center (ELSAG EOC), a proprietary data management system that helps detectives find information to aid investigations. The ELSAG EOC offers the most advanced data analytical tools in the industry facilitating the discovery of information that can help with:

- Suspect identification
- Witness identification
- Link analysis
- Traffic pattern analysis
- Convoy analysis
- Cross search analysis

Our LPR safety net will help you find suspect vehicles quicker and close cases faster. It will also help curb and deter unlawful activity, so your community will feel safer.

#### Why Your Agency Should Deploy the ELSAG® Street Sentry



#### **Benefits of the ELSAG® Street Sentry**

- > Easy and economical to deploy
- Autonomous solution that reads and processes license plates 24/7 to alert law enforcement to suspect vehicles.
- Force-multiplier that allows law enforcement to find vehicles faster and close cases quicker
- Dependable system built to the same high standards that users of other ELSAG ALPR systems depend on
- Affordable for agencies of all sizes
- > Flexible installation options offered by solar power
- Best-in-class software able to read plates of all 50 states, Mexico, and Canada
- Local neighborhoods can be invited to rent or purchase systems
- Seamlessly integrates with your existing ELSAG ALPR ecosystem (fixed, mobile and custom)
- > Sustainably powered to support green initiatives

#### Your ALPR Data

- Owned by your agency; Leonardo will never share or sell it
- > Supports real-time interdiction and investigations
- > Stored on your own server or ours for access at any time
- Integrates easily with the ELSAG® Enterprise Operations Center (ELSAG EOC) data management software which:
  - Offers robust, state-of-the-art analytical tools available only from Leonardo
  - Facilitates in-depth query and analysis of data to aid investigations
  - Supports agency protocols for data use and storage

#### **How to Buy**

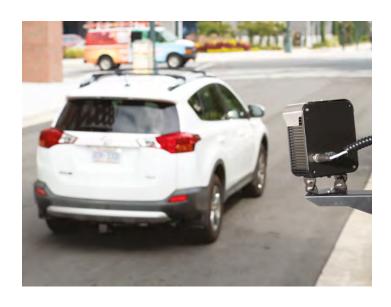
Leonardo allows their customers to decide if they want to purchase the Street Sentry upfront, opt for a three-year purchase plan, or subscribe annually.

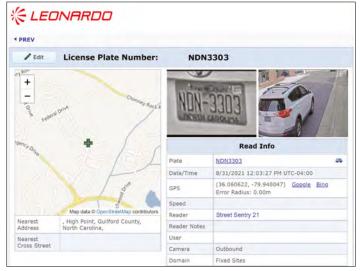
Talk to an ALPR specialist today for further details.

Leonardo's ELSAG® Street Sentry is the plate reader of choice for agencies who need a purpose-built, dependable solution to keeping their communities safe.

#### **About Leonardo**

- Experienced at developing and advancing ALPR technologies for over two decades
- In partnerships with law enforcement agencies of all sizes around the world
- Renowned for its high-quality, advanced systems, engineered to take on the toughest law enforcement environments
- Committed to continually adding new products to its vast ecosystem of ALPR solutions
- Noted for its top-notch, 24/7 customer and technical support





Let's discuss how the ELSAG Street Sentry can increase your agency productivity and help keep your community safer, easily and affordably.

**Contact Us** 

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## LEONARDO TURNS RADAR TRAILERS AND VARIABLE MESSAGE BOARDS INTO ELSAG® PLATE HUNTER ALPR SYSTEMS

Get the benefits of speed monitoring or variable messaging and automatic license plate recognition (ALPR) in one mobile solution. Leonardo transforms a standard radar trailer or variable message board into powerful tools that identify license plates connected to auto theft, child predators, warrants, speeding, uninsured vehicles, revoked driving privileges, parolees, etc.

Depending on your mission, ELSAG radar trailers and variable message boards can be deployed with mobile or fixed cameras. Fully-covert and semi-covert options are available so cameras are completely or partially concealed, less obvious to passing travelers.

As vehicles pass by an ELSAG® Plate Hunter Radar Trailer or Variable Message Board, ALPR cameras read each license plate, then instantaneously compares it to law enforcement plate number hot lists.

If the ELSAG ALPR system reads a license plate included on a hot list, audible and visual alarms broadcast to a command center and to nearby officers for real-time interdiction. Information associated with each alarm—license plate number, photo of the vehicle, date/time stamps and GPS coordinates of the read location—can be stored on the ELSAG Enterprise Operations Center data management server for future query and analysis to aid investigations.

Leonardo's ELSAG Plate Hunter Radar Trailers and Variable Message Boards can help your agency work more efficiently by fully focusing on identifying suspect vehicles and gathering criminal intelligence, 24/7.



# VARIATIONS OF ELSAG® PLATE HUNTER RADAR TRAILERS & VARIABLE MESSAGE BOARDS TO FIT YOUR SPECIFIC LAW ENFORCEMENT NEEDS



#### 140303 Speed and ALPR Trailer

Utilizes advanced approach-only radar featuring a super-bright speed display. Cameras can be aimed forward or backward depending on operational need. Engineered with heavy-duty frame, 2" tubular steel space-frame chassis accommodating full-size tires. Powered by 300-watt solar panel and an 800 AH battery pack for extended deployment times. Exterior is protected by graffiti-resistant white powder coating. Includes cellular modem for data communications. Comes with 2-year warranty on radar and display and a 1-year warranty on trailer components. Requires ELSAG EOC software license.



#### 413133 Variable Message Board, ALPR and Speed Trailer

An integrated two-camera ALPR system that includes a full-size 30" x 70" message board, an onboard computer, single directional radar unit, and cellular modem for data communications. Cameras can be aimed forward or backward depending on operational need. Powered by a 300-watt solar panel with a 600 AH battery pack for extended deployment times. Requires an ELSAG EOC software license. NOTE: Until further notice, this 413133 system requires that an ALPR box assembly (model numbers 421972, 422023) and low-power panel (model number 421752) be ordered separately.



# 140332 or 140332P Large 3-Line Message Board and ALPR Trailer

An integrated, concealed two-camera fixed high resolution ALPR system including an onboard computer, cellular modem for data communications and a variable message board. The board is 126" x 76", allowing three lines of characters including text, graphic images and symbols. Display can be raised up to 13 feet. System is powered by a 320-watt solar panel with battery expansion pack (model 140332P) for extended deployment times. Requires an ELSAG EOC software license.



#### 140305 GWN Extreme Environment ALPR and Speed Trailer

An integrated two-camera ALPR system designed for deployments in extreme cold temperatures. Includes an onboard computer and cellular modem for data communications. Fully-Covert option conceals cameras and illumination, providing b/w images. Semi-Covert option shows cameras and illumination (faint red flash) through window; provides full color images. Cameras aim forward or backward. Powered by an extra-large solar panel, backed by upgraded, cold-weather batteries with heaters to achieve charging temperature. Onboard generator automatically begins charging when battery voltage drops. Requires an ELSAG EOC software license.



#### **Surveillance and ALPR Trailer 413103**

Includes two PTZ Surveillance cameras with integrated ALPR capabilities and a fixed overview camera. Extended deployments supported by battery, solar and generator options. Onboard Video Management System can also be accessed remotely. Additional dedicated ALPR cameras available.

#### **Covert Options**



#### **Fully Covert**

- > 421972 two cameras in one enclosure
- > 421984 dual-enclosure (single camera enclosure on each side of trailer)
- > 422022 single-camera in enclosure



#### **Semi-Covert**

- > 421983 two cameras in one enclosure
- > 421985 dual-enclosure (single camera enclosure on each side of trailer)
- > 422023 single-camera in enclosure

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## THE ELSAG POLE CAMERA IS EASY TO DEPLOY AND SUPPORTS REAL-TIME INTERDICTION AND INTEL GATHERING

High above the license plates it reads, the ELSAG® Pole Camera identifies suspect vehicles and sends real-time alarms to law enforcement for each one. An all-inclusive system, it hides the cameras, sensor, processing unit and independent power source in cases resembling utility boxes. A weathered patina and warning stickers make the boxes appear old and authentic.

Every license plate read by an ELSAG Pole Camera is instantaneously compared to law enforcement hot lists. When there is a match, audible and visual alarms broadcast immediately to a command center and to nearby officers for real-time interdiction.

All data collected by the ELSAG Pole Camera can be uploaded to the ELSAG Enterprise Operations Center (EOC) data management server and archived for future query and analysis to aid investigations.

#### Features of the ELSAG® Pole Camera

Accurately reads license plates 24/7, in any weather, to identify suspect vehicles and alert law enforcement.

- > Reads non-structured vanity and specialty plates
- For each license plate read, the system captures a color photo of each vehicle's license plate, date and time stamps, GPS coordinates and signifies which pole camera gathered the data
- System is stored in a NEMA utility box with infrared window to protect equipment from elements.
- ALPR data can be stored in the ELSAG EOC for analysis to aid investigations
- Custom paint and patina treatments are available

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# THE ALPR SYSTEM THAT HOLDS MORE THAN CONSTRUCTION TOOLS

There's nothing remarkable-looking about our diamondplate pick-up truck toolbox. That makes it the perfect place to conceal our automatic license plate reader (ALPR) system to read plates when parked or moving.

One ELSAG® toolbox conceals all system components: cameras, sensor, processing unit, and an independent power source. As vehicles pass by, ALPR cameras read license plates and capture data:

- > License plate number
- > Color photo of the license plate end of the vehicle
- > B/w close-up of the license plate
- > Date and time stamps of the read
- > GPS location of each read

Every license plate is automatically compared to a hot list of suspect vehicles. When there's a match, audio and visual alarms broadcast to a command center and nearby officers for real-time interdiction. The ALPR data

can be stored on an ELSAG Enterprise Operations Center data management server for query and analysis to aid investigations.

Many of our custom ALPR solutions are becoming best practices across the country for missions requiring undercover surveillance. Each solution can easily move to another area or switch to a different vehicle. We continually work with partner agencies to develop creative solutions that address their specific needs. Ask about these other ELSAG solutions:

- ELSAG Barrel Camera construction barrels that sit on roadsides
- ELSAG Pole Camera disguised as a utility box with weathered patina
- > ELSAG Cargo Carrier vehicle rooftop cargo carrier
- ELSAG Radar Trailers and Variable Message Boards various speed detection trailers outfitted with covert ALPR systems

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# AN ALPR SOLUTION FOR MISSIONS THAT REQUIRE DISCRETION

The ESLAG® Cargo Carrier system contains our powerful Mobile Plate Hunter® automatic license plate reader (ALPR) and gathers ALPR data while working undetected.

Every license plate read by the ELSAG Cargo Carrier camera is instantaneously compared to law enforcement hot lists. When there's a match, audible and visual alarms broadcast immediately to a command center and to nearby officers for real-time interdiction.

All data collected by this covert system can be uploaded to the ELSAG Enterprise Operations Center data management server and archived for future query and analysis to aid investigations.

#### Features of the ELSAG® Cargo Carrier

- Accurately reads license plates, alerting a command center, as well as officers in the field, if a plate number matches an entry on a hot list
- > Performs day or night in all lighting and weather conditions
- For each license plate read, the system captures a color photo of each vehicle's license plate, date and time stamps, and GPS coordinates where the read occurred
- > Reads non-structured vanity and specialty plates
- System is stored in a common rooftop cargo carrier designed with a special window

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# THE CUSTOM ALPR SYSTEM THAT DOES MORE THAN CHANNEL CONSTRUCTION TRAFFIC

No one thinks twice about a construction barrel or two on the side of the road. That's why they make perfect containers for discreet deployments of our automatic license plate reader systems.

One barrel conceals all system components—cameras, sensor, processing unit, and an independent power source. As vehicles pass by, advanced digital cameras read license plates and capture data:

- License plate number
- > Color photo of the license plate end of the vehicle
- > B/w close-up of the license plate
- > Date and time stamps of the read
- > Barrel camera identifier

Every license plate read is automatically compared to a hot list of suspect vehicles or vehicles of interest. When there's a match, audio and visual alarms broadcast to a command center and nearby officers for real-time interdiction. The ALPR data collected can be stored on an ELSAG Enterprise Operations Center data management server for query and analysis to aid investigations.

Many of our custom ALPR solutions are becoming best practices across the country for missions requiring undercover surveillance. We continually work with partner agencies to develop creative custom solutions that address their specific needs. Each of our custom ALPR solutions can easily move to another area or switch to a different vehicle. Ask about these other solutions:

- > ELSAG Tool Box for pick-up truck beds
- ELSAG Pole Camera disguised as a utility box with weathered patina
- > ELSAG Cargo Carrier vehicle rooftop cargo carrier
- ELSAG Radar Trailers and Variable Message Boards various speed detection trailers outfitted with ALPR systems

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## MANAGE PARKING ENFORCEMENT AUTOMATICALLY AND MORE EFFICIENTLY WITH ELSAG® ALPR CAMERAS

Leonardo's ELSAG® ALPR hardware can easily be adapted to support your parking solutions for greater efficiencies, via a unique API capable of integrating ALPR data with other parking software.

Advanced ALPR cameras mount to the exterior of parking patrol vehicles, reading the license plate details on parked vehicles and recording their GPS location. At the time of each read, the plate number is instantaneously compared to a database of permitted vehicles for that area, identifying those parked illegally. When a suspect vehicle is identified, parking officials receive alarms on their in-car computer and can issue a ticket immediately.

#### **ELSAG® ALPR Parking Integration**

- Advanced ELSAG ALPR Cameras quickly identify parking violations by providing four critical pieces of data for each read:
  - 1. A color overview image of the vehicle
  - 2. A black and white close-up image of the license plate
  - **3.** Alpha-numeric character translation from the plate image
  - 4. Date, time and GPS location
- Data captured by the ELSAG ALPR cameras can readily identify offenders or power a variety of third-party parking solutions with the widest field of view of any mobile ALPR supplier. ALPR data can be stored in the ELSAG Enterprise Operations Center (EOC) for query and analysis at any time, to aid investigations.



#### **How ELSAG® ALPR Cameras Increase Parking Management Efficiently**

Digital ELSAG® ALPR cameras are attached to the body of a patrol car.

- 1. Patrolling officials and fixed cameras scan plates of passing vehicles, capturing license plate numbers, date/time stamps and GPS locations.
- 2. An infrared camera captures images of each plate and a color camera captures overview images of each vehicle.
- 3. A computer reads the plate characters and compares them with a hot list.



4. Officials are instantaneously alerted of a match and can issue a ticket immediately.



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# THE ELSAG® FIXED LICENSE PLATE READER AUTOMATES TOLLING, SAVING TIME, REDUCING COSTS

The ELSAG® Fixed Plate Hunter ALPR system is designed to capture vehicle license plates at high speeds making it the perfect solution for real-time tolling applications. ELSAG fixed cameras can be mounted on the roadside or directly over each lane of traffic for maximum coverage and accuracy.

The solution can be deployed with or without a trigger to reduce costs. Through a complex configuration of IR sensors, it captures accurate images in a variety of light, weather, and travel conditions.

The ELSAG Fixed Plate Hunter has the capability to upload hot lists for amber alerts, silver alerts, and other operational notifications. The solution can be programmed to meet your unique needs, integrating with your existing systems or configured for a new operational platform.

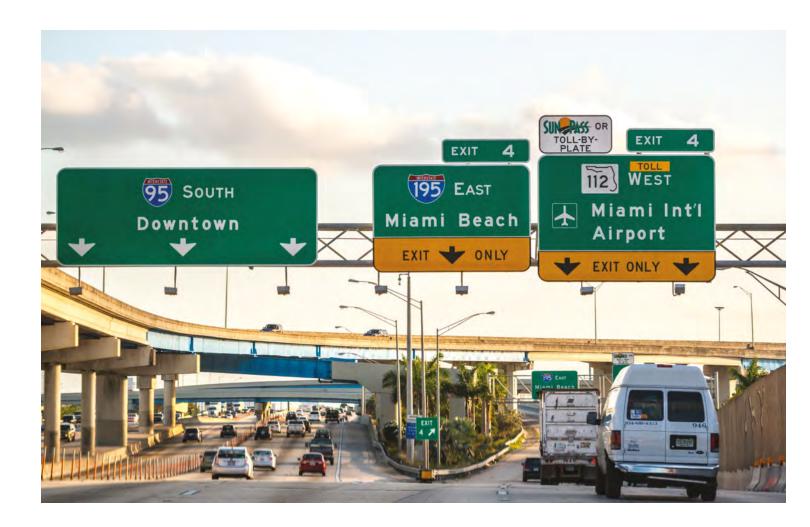




#### Features of the ELSAG® Fixed ALPR System for Tolling Applications

- > Reads in all types of light and weather conditions
- > Reads at passing speeds of up to 150 mph (241 kph)
- Provides color vehicle overview image and B&W close-up of license plate
- > Uses multi-pass OCR with confidence rating
- Trigger options include software, hardware, and automatic free running
- Streamlines data processing with ELSAG OCR engine, which resides on the camera
- ELSAG® OCR engine can be tuned to address specific customer needs

- > Uses Linux based camera firmware
- > Flexible ALPR data integration with existing systems
- Optional data storage in the ELSAG Enterprise Operations Center for analysis at any time
- Houses all components together in a small enclosure illuminator, 2 cameras, and processor
- Simplified install with a single mil-spec connection, housing power and communication within a single cable
- Operates with low power consumption
- Made in the USA



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# FIND SUSPECT VEHICLES FASTER WITH THE ELSAG® ENTERPRISE OPERATIONS CENTER

Leonardo's back office operations center, The ELSAG® Enterprise Operations Center (ELSAG EOC), is the brain that manages all ELSAG Plate Hunter Automatic License Plate Recognition (ALPR) intelligence assets. The ELSAG EOC distributes law enforcement databases to ALPR systems in the field, including periodic updates of hot lists and white lists crucial to the real-time enforcement of vehicle related crime.

For each license plate read, ELSAG mobile and fixed systems collect photos of the plate, GPS coordinates of the read (or camera identifier for fixed systems), and date and time stamps. All ALPR data collected from an entire fleet of mobile ALPR units and from a network of fixed

ALPR units can be seamlessly uploaded to the ELSAG EOC server and archived for future queries and analysis to aid investigations. In-depth query filters for plate numbers, vehicle type and color, locations, date ranges and more, return results that can help you identify vehicles of interest quickly. All data stored in the ELSAG EOC can be accessed remotely at any time by authorized users, via a website.

The ELSAG EOC offers strict data security. It allows agencies to assign different levels of data access and provides transparent audit trails of all user activity. The ELSAG EOC also supports agency protocols for data storage.



#### Features of the ELSAG® Enterprise Operations Center

- > Permissions at domain, group and user levels
- > Seamless hot and white list uploads
- > Hot list manager limits visibility of specific hot lists
- > Lightning fast query performance
- > Query filtering by specific date and time
- Cross-search with option to export results
- Mapping with cross-street locations
- Detailed reporting
- > Audit trail for visibility of data sets and use of system
- Easy process for adding cameras



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# THE ELSAG® CARSYSTEM PROVIDES EASY ACCESS TO ALPR FUNCTIONS AND DATA

The ELSAG CarSystem software is the heart of all mobile Leonardo ELSAG® automatic license plate reader (ALPR) systems. It provides law enforcement the ability to find suspect vehicles faster than ever to interdict and investigate any crime involving a vehicle, such as:

- Auto theft recovery
- Highway and traffic safety
- > Homeland security
- Perimeter security
- > Missing persons
- Toll collection
- Suspect surveillance

The ELSAG CarSystem monitors the activity of the mobile and fixed ALPR cameras and presents the data collected by those cameras on enforcement vehicle computers. Users can also manage license plate hot lists and white lists, including manually entering a suspect plate number. System diagnostics and reporting can also be performed through the ELSAG CarSystem.

# The CarSystem puts the following at your fingertips:

- Color photo of the most recent vehicle plate read
- Close-up b/w photo of the license plate on the most recent vehicle read
- Night Mode setting for improved visibility in low-light conditions
- > List of 20 most recent license plates read
- List of alarms generated by those reads when compared against hot lists
- > List of alarms generated but are pending validation
- Camera status indicators
- Operations functions
- List Management functions
- System settings





#### **ELSAG® ALPR Alarms**

Every license plate read by an ELSAG Plate Hunter ALPR camera, mobile or fixed, is instantaneously compared to law enforcement hot lists or white lists. When there is a match, audible and visual alarms broadcast immediately to a command center and to nearby officers for real-time interdiction. Audible alarms state the nature of the offense the vehicle is suspected of being associated with, such as suspended and revoked, stolen vehicle or wanted person.

#### Data collected for each read includes:

- › License plate number
- > Photo of the vehicle that triggered the alarm
- > Photo of license plate
- > Date and time stamps of the read
- GPS coordinates of the read location

This information allows officers to spot suspect vehicles right away and interdict.

# **ELSAG Enterprise Operations Center** (EOC)

The ELSAG® Enterprise Operations Center (ELSAG EOC), is the back-office brain that manages all ELSAG Plate Hunter ALPR intelligence assets. It distributes law enforcement databases to ALPR systems in the field, including periodic updates of hot lists and white lists crucial to the real-time enforcement of vehicle-related crime.

All data collected by ALPR systems in the field can be uploaded to the ELSAG EOC server and archived for future queries and analysis to aid investigations. In-depth query filters for plate numbers, vehicle type, locations, date ranges and more, return results that can help you identify vehicles of interest quickly.

The ELSAG EOC offers strict data security, allowing agencies to assign different levels of data access and provides transparent audit trails of all user activity. The ELSAG EOC also supports agency protocols for data storage.

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## THE ELSAG® CLOUD STORAGE SOLUTION ALLOWS LEONARDO TO BECOME YOUR ALPR IT SUPPORT

Store your ELSAG® ALPR data on a CJIS compliant virtual server with Leonardo's ELSAG Cloud Storage Solution (ECSS). ECSS assists agencies with the IT responsibilities and costs that managing an Automatic License Plate Recognition (ALPR) data server can create. Leonardo will become your IT support for the virtual server, powered by *Amazon Web Services*, allowing your personnel to focus on their investigations. ECSS allows end users to retain complete ownership and control of their data with the flexibility to meet jurisdictional storage and sharing policies.

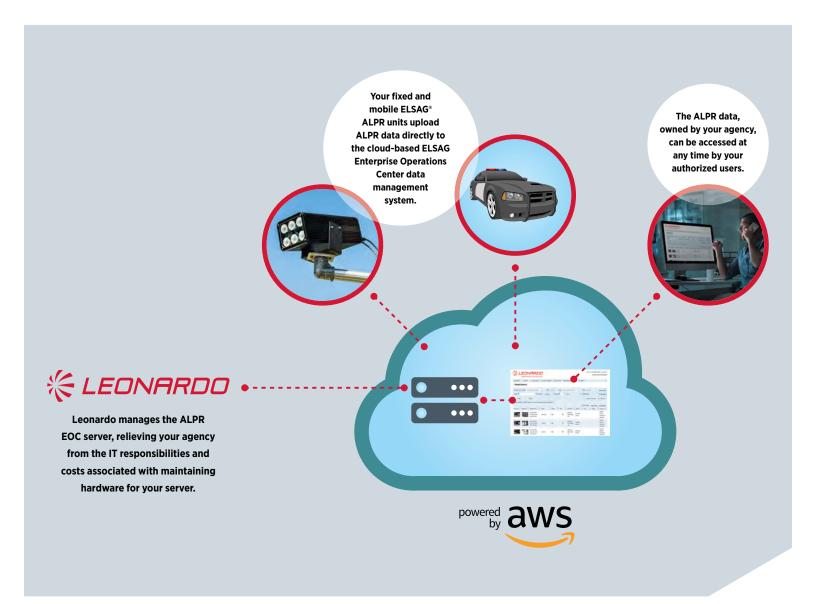
#### **Features**

- > Your agency retains ownership of the ALPR data.
- Leonardo manages the cloud-based ALPR server, providing IT support.
- ECSS assists with the IT responsibilities and costs associated with ALPR server management.
- ECSS supports jurisdictional storage and sharing policies.



#### Store Your ALPR Data On A CJIS-Compliant Server

- › Access your ALPR data at any time
- > Eliminate server troubleshooting and other IT challenges
- > ECSS is powered by Amazon Web Services



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#### FIRST YEAR WARRANTY TERMS AND CONDITIONS

## SELEX ES INC. ELSAG ALPR SYSTEMS ONE (1) YEAR LIMITED HARDWARE WARRANTY COVERAGE

Selex ES Inc. ("Selex") warrants this ELSAG Product (Product) against defects in design, materials, and workmanship under normal use in accordance with the specifications and documentation. The "Warranty Period" shall be for a period of ONE (1) YEAR from the date of installation, unless otherwise agreed to between Selex and the Purchaser's authorized representative.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Selex will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product.

#### **EXCLUSIONS AND LIMITATIONS TO THE HARDWARE WARRANTY**

Selex does not warrant that the operation of the Product will be uninterrupted or error free.

#### This Warranty excludes all of the following:

- errors or defects resulting from service by persons or entities other than Selex, errors or defects caused by modifications to the Product (including upgrades and repairs) by someone other than Selex, or a Selex Authorized Service Provider;
- any Product which has been breached or opened (camera and trunk box/processing unit) by someone other than Selex or its Authorized Service Provider:
- c) compatibility with third-party hardware or software environments and errors in such environments such as may be caused by the installation or use of Selex Products:
- d) pre-existing conditions in the installation environment or vehicle, including those that may prevent proper operation of Selex Products (e.g. network connectivity problems);
- to damage resulting from accident, abuse, misuse, or introduction of foreign materials into the Product;
- f) products that have been repaired or modified by anyone other than Selex or its Authorized Service Provider:
- g) any and all damages resulting from failure to follow the manufacturer's instructions;
- h) third-party actions (i.e., fire, collision, vandalism, theft, hardware or software
- loss or damage due to any event beyond Selex's reasonable control ("Force Majeure Event") including, but not limited to power surges or outages; terrorism; labor disputes; war; acts of God (flood, earthquake, climatic events).
- damages from battery leakage or from improper use of or connection to any electrical source;
- cosmetic or non-critical defects of the case or frame of the Product or of any non-operating parts, including decorative parts;
- damage to the Product covered by an insurance policy (in such a case, this Warranty will cover any portion of an applicable deductible that applies to repair or replacement of the covered Product(s), subject to the terms of coverage and exclusions set forth herein):
- m) preventative or routine maintenance; reinstallation of hardware or software, except as a result of a defect; normal software administration;
- n) modifications to hotlist or hotlist-related scripts;
- o) any damage which is not reported during the Term of this Warranty;
- costs associated with the installation, removal or reinstallation of the Product, including, but not limited to, road closures, permits, escorts, equipment rental;
- q) For Push Bumper Mounted Systems only: consumable parts, such as batteries and cables;
- r) camera lens glass breakage due to impact or vandalism.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, SELEX SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF SELEX CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY SELEX IN ITS SOLE DISCRETION.

No Selex reseller, agent or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

Selex's maximum liability under this Warranty, whether in contract, tort (including negligence or strict liability), or otherwise, shall be the cost of repair or replacement of the affected Products.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PROVIDED BY LAW, SELEX IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE,INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF DATA, WHETHER OR NOT SELEX IS OR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

For technical support or to arrange for service on your ELSAG product, call our toll-free 24-hour hotline at 1-866-9MPH900. Extended Warranty Programs can be purchased as an option to protect your product(s) for additional years. Please contact your ELSAG sales representative for detailed information about continued coverage, exclusions, and costs.

#### **RETURN & RESTOCKING POLICY**

Selex takes our client satisfaction very seriously. We understand that, at times, clients may not be completely satisfied with their purchase of our products. We will accept returns under the following conditions:

- ➤ The customer is to call Selex Support at 866-967-4900 to request a Return Authorization Number.
- > The returned equipment must be shipped back to Selex within 14 days of the Return Authorization Number request.
- New, unopened systems (if shipped within 60 days) can be returned. A 10% restocking fee will be charged.
- Lightly used systems in excellent physical condition (if shipped within the last 120 days) can be returned. A 25% restocking fee will be charged. Used systems with light physical wear (if shipped within the last 120 days) can be returned. A 35% restocking fee will be charged.
- Refunds will be applied against the outstanding balance upon receipt of payment (if there is an outstanding balance).
- > Returned equipment shipped at customer expense.
- Damaged equipment may not be returned.

#### **SELEX ES INC. ELSAG ALPR SYSTEMS**

#### ONE (1) YEAR LIMITED SOFTWARE WARRANTY COVERAGE

- (a) Selex ES Inc. ("Licensor") warrants that the Software, without Modifications, will substantially conform to the Related Materials for the designated "Warranty Period," defined as ONE (1) YEAR from the date of installation by the original enduser Purchaser unless otherwise agreed to between Licensor and the Purchaser's authorized representative. Licensor does not warrant that Licensee's use of the Software and Related Materials will be uninterrupted or that the operation of the Software will be error-free or secure and hereby disclaims any and all liability on account thereof
- (b) If a Software defect arises and a valid claim is received within the Warranty Period, Licensor's entire liability and Licensee's exclusive remedy shall, at Licensor's discretion, be one of the following:
  - (i) Licensor may attempt to correct or work around Errors;
  - (ii) Licensor may replace the Software and Related Materials;
  - (iii) Licensor may refund to Licensee the license fees, or part thereof, paid to Licensor upon return of the Software and Related Materials to Licensor or its authorized distributor.

(c) THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY OR CONDITION MADE BY LICENSOR. LICENSOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT POSSIBLE BY LAW ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. NO DEALER, AGENT, OR EMPLOYEE OF LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY.

If the media containing the Software is subject to accident, abuse, or improper use, or if Licensee makes any prohibited modifications to the Software during the warranty period, or if Licensee violates any term of this Warranty, then this warranty shall immediately and automatically terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than which the Software has been designed or from what the Licensor has recommended.

#### **UPDATES AND UPGRADES**

For the purposes of this Warranty coverage, an "update" is defined as an incremental software fix to a current software version, whereas an "upgrade" is defined as the release of a newer software version containing substantive functionality changes.

Provided that Licensee is in compliance with the terms and conditions of the License Agreement, Licensor agrees to make available to Licensee all updates, upgrades, improvements, and enhancements for the Software, if any, at no charge for the Warranty Period described above and then at the then updated fee schedule thereafter. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such upgrades, updates, improvements or enhancements. Licensee must remain in warranty coverage to receive the upgrades and updates. Lapse in warranty coverage will terminate Licensor's obligation to provide updates and upgrades. Software upgrades may result in additional service fees.

#### **EXLUSIONS AND LIMITATIONS TO THE SOFTWARE WARRANTY**

This warranty does not apply to: (a) costs associated with the installation of the software; (b) incompatibility with other software; (c) user access restrictions; or (d) patches to existing software versions when a newer version is available.

#### SERVICE AGREEMENT TERMS AND CONDITIONS.

- 1. General. These general terms and conditions shall apply to all service provided to Customer by Selex ES Inc. Additional terms and conditions governing particular service options or programs may be set forth on a supplement provided by Selex to Customer ("Supplement"). Customer's submission of a purchase order or acceptance of service shall be deemed acceptance of these General Terms and Conditions and those set forth on applicable Supplements to the exclusion of any additional or different terms or conditions on Customer's purchase order, even if such order is expressly made conditional on Selex's assent to such additional or different terms.
- Agents. Selex may appoint third parties to act as its agents in performance of its service obligations under this Service Agreement. All references herein to Selex shall be deemed to include such agents of Selex.
- **3. Term.** The effective date of the initial term of service coverage shall commence with the initial installation of the product.
- 4. Telephone Support and Remote Diagnosis. To ensure that the product is repaired as quickly and efficiently as possible, Customer must work cooperatively with Selex Telephone Support to attempt to repair the product remotely upon their request. Such remote access may require that Customer establish an Internet connection, and to enable connectivity via services used by Selex such as LogMeIn Rescue, or a mutually agreed upon means of connectivity. If remote diagnosis and repair are not possible, the equipment may be returned to Selex for factory diagnosis and repair, or Selex may dispatch a technician to the site for an additional fee at Customer's request.
- Shipping. For the repair or replacement of hardware under Warranty, Selex agrees to pay related shipping costs, including any insurance coverage.
- 6. Indemnity. Selex shall indemnify and hold Customer harmless from and against any claim of injury or damage to property to the extent it is caused by the negligent or wrongful acts or omissions of Selex while on Customer's premises.
- 7. Confidentiality. Selex recognizes that during the performance of service hereunder, Selex may be exposed to information of a confidential nature relating to the business of Customer. Selex agrees to hold such information in confidence for Customer to the same extent Selex provides for its own information and not to disclose such information to any other party without the prior written consent of Customer.
- LIMITATION OF LIABILITY. IN NO EVENT SHALL SELEX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, EVEN IF SELEX HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- Waiver. Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
- **10. Assignment.** Customer may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Selex.
- 11. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina without regard to the conflict of laws provisions. Any action under or relating to this Agreement shall be brought solely in the state and federal courts located in Greensboro, North Carolina. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 12. Replacement Parts. In the maintenance of any product, Selex may use new, or equivalent to new, parts or assemblies for equal or improved quality. All defective parts and assemblies become the property of Selex. Selex, at its option, may request the return of these parts.
- 13. Coverage Eligibility. Products that have been continuously covered by an Selex Warranty are eligible for immediate coverage under this Agreement. Other products will be eligible for coverage only if they meet Selex's specifications. At Customer's request, Selex may bring the product up to specification at Selex's then current rates for parts, labor and travel so that the product will be eligible for coverage.
- **14. Fees.** Fees for service, if not covered by purchase contract or warranty, shall be as stated in a quotation and shall apply only to the products specified therein.
- **15. Taxes.** Service fees are exclusive of all state/provincial and local sales, use, excise, privilege and similar taxes. Such taxes shall be paid by the Customer, unless a valid exemption certificate is furnished by Customer.
- **16. Invoices and Payment.** Customer shall pay amounts invoiced within 30 days from the date of invoice, unless invoice specifies otherwise. Selex ES may withhold service if Customer fails to make any payment when due.
- 17. Lawyer's Fees. If litigation or collection is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs, including lawyer fees and collection costs.



#### Selex ES Inc. - ELSAG ALPR Systems - Main Office

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#### **SELEX ES INC. ELSAG ALPR SYSTEMS**

#### SIX (6) MONTH LIMITED REPAIR WARRANTY COVERAGE

Selex ES Inc. ("Selex") warrants this Repaired or Replacement Product (Product) against defects in materials and workmanship under normal use in accordance with the specifications and documentation. The "Warranty Period" shall be for a period of six (6) MONTHS from the date of installation of the Product, unless otherwise agreed to between Selex and the Purchaser's authorized representative. If a defect of the Repaired or Replacement Product arises and a valid claim is received within the Warranty Period herein, at its option and to the extent permitted by law, Selex will either (1) repair the defect at no charge, using new or refurbished replacement parts, or (2) exchange the product for a new or refurbished Product of equivalent function, at its sole discretion.

#### This Warranty shall not apply to any ELSAG Product outside the scope of this repair or replacement.

#### **EXCLUSIONS AND LIMITATIONS**

Selex does not warrant that the operation of the Product will be uninterrupted or error free.

This repair/replacement Warranty excludes all of the following:

- a) errors or defects resulting from service by persons or entities other than Selex, errors or defects caused by modifications to the Product (including upgrades and repairs) by someone other than Selex or a Selex Authorized Service Provider;
- b) any Product which has been breached or opened (camera and trunk box/processing unit) by someone other than Selex or its Authorized Service Provider;
- c) compatibility with third-party hardware or software environments and errors in such environments such as may be caused by the installation or use of Selex Products;
- d) pre-existing conditions in the installation environment or vehicle, including those that may prevent proper operation of Selex Products (e.g. network connectivity problems);
- e) to damage resulting from accident, abuse, misuse, or introduction of foreign materials into the Product;
- f) Products that have been repaired or modified by anyone other than Selex or its Authorized Service Provider;
- g) any and all damages resulting from failure to follow the manufacturer's instructions;
- h) third-party actions (i.e., fire, collision, vandalism, theft, hardware or software removal);
- loss or damage due to any event beyond Selex's reasonable control ("Force Majeure Event") including, but not limited to power surges or outages; terrorism; labor disputes; war; acts of God (flood, earthquake, climatic events).
- j) damages from battery leakage or from improper use of or connection to any electrical source
- cosmetic or non-critical defects of the case or frame of the Product or of any non-operating parts, including decorative parts;
- damage to the Product covered by an insurance policy (in such a case, this Warranty will cover any portion of an applicable deductible that applies to repair or replacement of the covered Selex Product(s), subject to the terms of coverage and exclusions set forth herein)
- m) preventative or routine maintenance; reinstallation of hardware or software, except as a result of a defect; normal software administration;
- n) modifications to hotlist or hotlist-related scripts;
- o) any damage which is not reported during the Term of this Warranty;
- p) costs associated with the installation, removal or reinstallation of the Product, including, but not limited to, road closures, permits, escorts, equipment rental;
- q) Consumable parts, such as batteries and cables; and
- r) camera lens glass breakage due to impact or vandalism.



TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, SELEX SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF SELEX CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY SELEX IN ITS SOLE DISCRETION.

No Selex reseller, agent or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

Selex's maximum liability under this Warranty, whether in contract, tort (including negligence or strict liability), or otherwise, shall be the cost of repair or replacement of the affected Products.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PROVIDED BY LAW, SELEX IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF DATA, WHETHER OR NOT SELEX IS OR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

Extended Warranty Programs can be purchased as an option to protect your product(s) for additional years. Please contact your Selex sales representative for detailed information about continued coverage, exclusions, and costs.



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#### **EXTENDED WARRANTY TERMS AND CONDITIONS**

## SELEX ES INC. ELSAG ALPR SYSTEMS LIMITED HARDWARE WARRANTY COVERAGE

Selex ES Inc. ("Selex") warrants this Hardware Product against defects in design, materials, and workmanship under normal use in accordance with the specifications and documentation for the agreed upon "Warranty Period". The Warranty Period shall commence with the initial installation of the product, or according to the terms of an associated Purchase or Sales Order for Extended Coverage.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Selex will either (1) repair the hardware defect at no charge using new or refurbished replacement parts, or (2) exchange the product for a new or refurbished Product of equivalent function, at its sole discretion.

#### **EXCLUSIONS AND LIMITATIONS TO THE HARDWARE WARRANTY**

Selex does not warrant that the operation of the Product will be uninterrupted or error free.

This Warranty excludes all of the following:

- errors or defects resulting from service by persons or entities other than Selex, errors or defects caused by modifications to the Product (including upgrades and repairs) by someone other than Selex, or a Selex Authorized Service Provider:
- any Product which has been breached or opened (camera and trunk box/processing unit) by someone other than Selex or a Selex Authorized Service Provider;
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- pre-existing conditions in the installation environment or vehicle, including those that may prevent proper operation of Selex Products (e.g. network connectivity problems);
- to damage resulting from accident, abuse, misuse, or introduction of foreign materials into the Product;
- f) products that have been repaired or modified by anyone other than Selex or its Authorized Service Provider;
- g) any and all damages resulting from failure to follow the manufacturer's instructions;
- h) third-party actions (i.e., fire, collision, vandalism, theft, hardware or software removal);
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EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PROVIDED BY LAW, SELEX ES IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF DATA, WHETHER OR NOT SELEX IS OR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

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- Lightly used systems in excellent physical condition (if shipped within the last 120 days) can be returned. A 25% restocking fee will be charged. Used systems with light physical wear (if shipped within the last 120 days) can be returned. A 35% restocking fee will be charged.
- Refunds will be applied against the outstanding balance upon receipt of payment (if there is an outstanding balance).
- Returned equipment shipped at customer expense.
- > Damaged equipment may not be returned.

#### **SELEX ES INC. ELSAG ALPR SYSTEMS**

#### LIMITED SOFTWARE WARRANTY COVERAGE

- (a) Selex ES Inc. ("Licensor") warrants that the Software, without Modifications, will substantially conform to the Related Materials for the agreed upon Warranty Period. Licensor does not warrant that Licensee's use of the Software and Related Materials will be uninterrupted or that the operation of the Software will be error-free or secure and hereby disclaims any and all liability on account thereof.
- (b) If a Software defect arises and a valid claim is received within the Warranty Period, Licensor's entire liability and Licensee's exclusive remedy shall, at Licensor's discretion, be one of the following:
  - (i) Licensor may attempt to correct or work around Errors;
  - (ii) Licensor may replace the Software and Related Materials;
  - (iii) Licensor may refund to Licensee the license fees, or part thereof, paid to Licensor upon return of the Software and Related Materials to Licensor or its authorized distributor.
- (c) THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY OR CONDITION MADE BY LICENSOR. LICENSOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT POSSIBLE BY LAW ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. NO DEALER, AGENT, OR EMPLOYEE OF LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY.

If the media containing the Software is subject to accident, abuse, or improper use, or if Licensee makes any prohibited modifications to the Software during the warranty period, or if Licensee violates any term of this Warranty, then this warranty shall immediately and automatically terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than which the Software has been designed or from what the Licensor has recommended.

#### **UPDATES AND UPGRADES**

For the purposes of this Warranty coverage, an "update" is defined as an incremental software fix to a current software version, whereas an "upgrade" is defined as the release of a newer software version containing substantive functionality changes.

Provided that Licensee is in compliance with the terms and conditions of the License Agreement, Licensor agrees to make available to Licensee all updates, upgrades, improvements, and enhancements for the Software, if any, at no charge for the Warranty Period described above and then at the then updated fee schedule thereafter. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such upgrades, updates, improvements or enhancements. Licensee must remain in warranty coverage to receive the upgrades and updates. Lapse in warranty coverage will terminate Licensor's obligation to provide updates and upgrades. Software upgrades may result in additional service fees.

#### **EXLUSIONS AND LIMITATIONS TO THE SOFTWARE WARRANTY**

This warranty does not apply to: (a) costs associated with the installation of the software; (b) incompatibility with other software; (c) user access restrictions; or (d) patches to existing software versions when a newer version is available.

#### SERVICE AGREEMENT TERMS AND CONDITIONS.

- 1. General. These general terms and conditions shall apply to all service provided to Customer by Selex ES Inc. Additional terms and conditions governing particular service options or programs may be set forth on a supplement provided by Selex to Customer ("Supplement"). Customer's submission of a purchase order or acceptance of service shall be deemed acceptance of these General Terms and Conditions and those set forth on applicable Supplements to the exclusion of any additional or different terms or conditions on Customer's purchase order, even if such order is expressly made conditional on Selex's assent to such additional or different terms.
- Agents. Selex may appoint third parties to act as its agents in performance of its service obligations under this Service Agreement. All references herein to Selex shall be deemed to include such agents of Selex.
- **3. Term.** The effective date of the term of software service coverage shall commence with the initial installation of the product, or according to the terms of an associated Purchase or Sales Order for Extended Coverage.
- 4. Telephone Support and Remote Diagnosis. To ensure that the product is repaired as quickly and efficiently as possible, Customer must work cooperatively with Selex Telephone Support to attempt to repair the product remotely upon their request. Such remote access may require that Customer establish an Internet connection, and to enable connectivity via services used by Selex such as LogMeIn Rescue, or a mutually agreed upon means of connectivity. If remote diagnosis and repair are not possible, the equipment may be returned to Selex for factory diagnosis and repair, or Selex may dispatch a technician to the site for an additional fee at Customer's request.
- Shipping. For the repair or replacement of hardware under Warranty, Selex agrees to pay related shipping costs, including any insurance coverage.
- 6. Indemnity. Selex shall indemnify and hold Customer harmless from and against any claim of injury or damage to property to the extent it is caused by the negligent or wrongful acts or omissions of Selex while on Customer's premises.
- 7. Confidentiality. Selex recognizes that during the performance of service hereunder, Selex may be exposed to information of a confidential nature relating to the business of Customer. Selex agrees to hold such information in confidence for Customer to the same extent Selex provides for its own information and not to disclose such information to any other party without the prior written consent of Customer.
- LIMITATION OF LIABILITY. IN NO EVENT SHALL SELEX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, EVEN IF SELEX HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- Waiver. Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
- **10. Assignment.** Customer may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Selex.
- 11. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina without regard to the conflict of laws provisions. Any action under or relating to this Agreement shall be brought solely in the state and federal courts located in Greensboro, North Carolina. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 12. Replacement Parts. In the maintenance of any product, Selex may use new, or equivalent to new, parts or assemblies for equal or improved quality. All defective parts and assemblies become the property of Selex. Selex, at its option, may request the return of these parts.
- 13. Coverage Eligibility. Products that have been continuously covered by a Selex Warranty are eligible for immediate coverage under this Agreement. Other products will be eligible for coverage only if they meet Selex's specifications. At Customer's request, Selex may bring the product up to specification at Selex's then current rates for parts, labor and travel so that the product will be eligible for coverage.
- **14. Fees.** Fees for service, if not covered by purchase contract or warranty, shall be as stated in a quotation and shall apply only to the products specified therein.
- 15. Taxes. Service fees are exclusive of all state/provincial and local sales, use, excise, privilege and similar taxes. Such taxes shall be paid by the Customer, unless a valid exemption certificate is furnished by Customer.
- **16. Invoices and Payment.** Customer shall pay amounts invoiced within 30 days from the date of invoice, unless invoice specifies otherwise. Selex may withhold service if Customer fails to make any payment when due.
- 17. Lawyer's Fees. If litigation or collection is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs, including lawyer fees and collection costs.



Selex ES Inc. ELSAG ALPR Systems - Main Office 4221 Tudor Lane Greensboro, NC 27410 Tel +1-877-773-5724

Fax +1-336-379-7164 Support Line: 1-866-9MPH900 7 Sutton Place Brewster NY 10509 USA Tel. +1-845-278-5425 Fax +1-336-379-7164

#### **EXTENDED SOFTWARE WARRANTY TERMS AND CONDITIONS**

For technical support or to arrange for service on your ELSAG product, call our toll-free 24-hour hotline at 1-866-9MPH900.

#### **ELSAG ALPR SYSTEMS**

#### LIMITED SOFTWARE WARRANTY COVERAGE

- (a) Selex ES Inc. ("Licensor") warrants that the Software, without Modifications, will substantially conform to the Related Materials for the agreed upon "Warranty Period". Licensor does not warrant that Licensee's use of the Software and Related Materials will be uninterrupted or that the operation of the Software will be error-free or secure and hereby disclaims any and all liability on account thereof.
- (b) If a Software defect arises and a valid claim is received within the Warranty Period, Licensor's entire liability and Licensee's exclusive remedy shall, at Licensor's discretion, be one of the following:
  - (i) Licensor may attempt to correct or work around Errors;
  - (ii) Licensor may replace the Software and Related Materials;
  - (iii) Licensor may refund to Licensee the license fees, or part thereof, paid to Licensor upon return of the Software and Related Materials to Licensor or its authorized distributor.
- (c) THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY OR CONDITION MADE BY LICENSOR. LICENSOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT POSSIBLE BY LAW ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. NO DEALER, AGENT, OR EMPLOYEE OF LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY.

If the media containing the Software is subject to accident, abuse, or improper use, or if Licensee makes any prohibited modifications to the Software during the warranty period, or if Licensee violates any term of this Warranty, then this warranty shall immediately and automatically terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than which the Software has been designed or from what the Licensor has recommended.

#### **UPDATES AND UPGRADES**

For the purposes of this Warranty coverage, an "update" is defined as an incremental software fix to a current software version, whereas an "upgrade" is defined as the release of a newer software version containing substantive functionality changes.

Provided that Licensee is in compliance with the terms and conditions of the License Agreement, Licensor agrees to make available to Licensee all updates, upgrades, improvements, and enhancements for the Software, if any, at no charge for the Warranty Period described above and then at the then updated fee schedule thereafter. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such upgrades, updates, improvements or enhancements. Licensee must remain in warranty coverage to receive the upgrades and updates. Lapse in warranty coverage will terminate Licensor's obligation to provide updates and upgrades. Software upgrades may result in additional service fees.

#### **EXLUSIONS AND LIMITATIONS TO THE SOFTWARE WARRANTY**

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#### SERVICE AGREEMENT TERMS AND CONDITIONS.

1. General. These general terms and conditions shall apply to all service provided to Customer by Selex ES Inc. ("Selex"). Additional terms and conditions governing particular service options or programs may be set forth on a supplement provided by Selex to Customer ("Supplement"). Customer's submission of a purchase order or acceptance of service shall be deemed acceptance of these General Terms and Conditions and those set forth on applicable Supplements to the exclusion of any additional or different terms or conditions on Customer's purchase order, even if such order is expressly made conditional on Selex's assent to such additional or different terms.

- Agents. Selex may appoint third parties to act as its agents in performance of its service obligations under this Service Agreement. All references herein to Selex shall be deemed to include such agents of Selex.
- Term. The effective date of the initial term of service coverage shall commence upon receipt of Customer's purchase order for Extended Warranty coverage.
- 4. Telephone Support and Remote Diagnosis. To ensure that the product is repaired as quickly and efficiently as possible, Customer must work cooperatively with Selex Telephone Support to attempt to repair the product remotely upon their request. Such remote access may require that Customer establish an Internet connection, and to enable connectivity via services used by Selex such as LogMeIn Rescue, or a mutually agreed upon means of connectivity. If remote diagnosis and repair are not possible, the equipment may be returned to Selex for factory diagnosis and repair, or Selex may dispatch a technician to the site for an additional fee at Customer's request.
- 5. **Shipping.** For the repair or replacement of hardware under Warranty, Selex agrees to pay related shipping costs, including any insurance coverage.
- 6. Indemnity. Selex shall indemnify and hold Customer harmless from and against any claim of injury or damage to property to the extent it is caused by the negligent or wrongful acts or omissions of Selex while on Customer's premises.
- 7. Confidentiality. Selex recognizes that during the performance of service hereunder, Selex may be exposed to information of a confidential nature relating to the business of Customer. Selex agrees to hold such information in confidence for Customer to the same extent Selex provides for its own information and not to disclose such information to any other party without the prior written consent of Customer.
- 8. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELEX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, EVEN IF SELEX HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- Waiver. Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
- **10. Assignment.** Customer may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Selex.
- 11. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina without regard to the conflict of laws provisions. Any action under or relating to this Agreement shall be brought solely in the state and federal courts located in Greensboro, North Carolina. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 12. Replacement Parts. In the maintenance of any product, Selex may use new, or equivalent to new, parts or assemblies for equal or improved quality. All defective parts and assemblies become the property of Selex. Selex, at its option, may request the return of these parts.
- 13. Coverage Eligibility. Products that have been continuously covered by a Selex Warranty are eligible for immediate coverage under this Agreement. Other products will be eligible for coverage only if they meet Selex's specifications. At Customer's request, Selex may bring the product up to specification at Selex's then current rates for parts, labor and travel so that the product will be eligible for coverage.
- **14. Fees.** Fees for service, if not covered by purchase contract or warranty, shall be as stated in a quotation and shall apply only to the products specified therein.
- **15. Taxes.** Service fees are exclusive of all state/provincial and local sales, use, excise, privilege and similar taxes. Such taxes shall be paid by the Customer, unless a valid exemption certificate is furnished by Customer.
- **16. Invoices and Payment.** Customer shall pay amounts invoiced within 30 days from the date of invoice, unless invoice specifies otherwise. Selex may withhold service if Customer fails to make any payment when due.
- 17. Lawyer's Fees. If litigation or collection is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs, including lawyer fees and collection costs.



#### SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: THIS SELEX ES INC. SOFTWARE LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY, AND HEREINAFTER REFERRED TO AS "LICENSEE") AND SELEX ("LICENSOR") FOR THE SOFTWARE PRODUCT, WHICH MAY INCLUDE ASSOCIATED SOFTWARE COMPONENTS, MEDIA, PRINTED MATERIALS, AND "ONLINE" OR ELECTRONIC DOCUMENTATIONS. By any of the following acts, Licensee agrees to license the Software and to become a party to, and be bound by all of the terms and conditions of, this Agreement:

By clicking the acceptance button before installing the Software;

By installing, copying, or otherwise using the Software; or

By opening the software packet containing the Software.

If you do not agree to all of the terms and conditions of this Agreement, do not install or use the Software in any manner whatsoever, and the button indicating non-acceptance must be selected. If the Software was purchased by you, you may return it to your place of purchase for a full refund.

- (A) The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property law and treaties.
- (B) This Agreement is a license agreement and not an agreement for the sale of software or services. The Software is licensed, not sold.
- (C) This Agreement gives Licensee limited rights to use the Software and Related Materials described below and imposes upon Licensee certain obligations to protect the Software and Related Materials from unauthorized use, reproduction, distribution, or publication.

#### 1. DEFINITIONS.

In this Agreement the following words and phrases shall have the following respective meanings, unless the context otherwise requires:

(a) "Confidential Information" means any proprietary material or information belonging to Licensor, or to any third party to which Licensor owes a duty to maintain confidentiality, directly or indirectly placed by Licensor, or by third parties to which Licensor is related, into the possession of Licensee which material or information is not generally available to or used by others (except other persons to whom Licensor has granted licenses of the Software and Related Materials or part thereof) or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain, and includes, without limitation, all business information, computer software and computer technology, whether or not it is patentable or copyrightable, which is acquired by or on behalf of Licensee from time to time and which, owing to the relationship between Licensor and Licensee, may become known to Licensee.

Selex ES, Inc., a Leonardo Company



- (b) "Copyrights" shall refer to all copyright rights, copyright applications or copyright registrations or like protections for the Software or the Software and Related Materials and shall include future copyrights belonging to Licensor or any third party related to Licensor for improvements and modifications thereof, whether published or unpublished, and applications by Licensor for registration of copyrights for improvements and modifications thereof;
- (c) "Enhancements" means changes and/or improvements to the Software, whether arising out of the particular Software configuration for the specific use of Licensee or otherwise;
- (d) "Errors" means, with regard to the Software, incorrect source code or object code or anything not in agreement with published Specifications or requested modifications;
- (e) "Know-How" includes any of Licensor's technology, source code, object code, local area network manager code, technical information, procedures, processes, trade secrets, methods, practices, techniques, information, logic/flow charts, sketches, drawings, Specifications, application and modification Manuals and data relating to the design, manufacture, production, inspection, and testing of the Software, which may from time to time in be Licensee's possession;
- (f) "Manuals" means the programmer's manuals, the technical manuals and the user manuals and other similar documentation;
- (g) "Modifications" means Enhancements and/or correction of Errors, and Modifications shall be deemed to have been accepted by Licensee upon the lapse of fifteen (15) days following successful installation of any Modifications unless Licensee notifies Licensor in writing prior to the lapse of such period that the Modifications in question do not conform to Specifications;
- (h) "Related Materials" means any and all of the media, printed materials, user documentation, training documentation, "online" or electronic documentations, and confidential activation code for the Software supplied by Licensor to Licensee, that may include the Manuals;
- (i) "Software", which includes the Know-How and, unless otherwise hereinafter set out to the contrary, any Modifications, includes all actual copies of all or any portion of the computer programs delivered by Licensor, inclusive of backups, error corrections, updates and merged copies either permitted by this Agreement or supplied subsequently by Licensor or any party related to Licensor; and
- (j) "Specifications" means the functional performance parameters of the Software.

#### 2. GRANT OF LICENSE AND RESERVATION OF OWNERSHIP.

Licensor hereby grants to Licensee a personal, non-exclusive, non-transferable non-assignable, non-sub licensable license to install and use the Software and Related Materials pursuant to the terms of this Agreement solely for use by Licensee. Licensor retains title and exclusive ownership of any and all copies of the Software and Related Materials licensed hereby. Licensee acknowledges, agrees, and warrants that Licensee shall protect the Software and Related Materials from unauthorized use, reproduction, distribution or publication.



#### 3. COPYRIGHTS.

- (a) The Software and Related Materials are owned by Licensor and are protected by U.S. copyright laws and applicable international treaties and/or conventions. Without limiting the prohibition on assignment contained elsewhere in this Agreement, Licensee acknowledges that Licensee's rights to use the Software and Related Materials are personal to Licensee. Licensee therefore acknowledges, agrees, covenants, and warrants that it will not permit the use of the Software and Related Materials by unauthorized persons and shall take all necessary actions to prevent the exportation of the Software and Related Materials or any portion thereof into any country.
- (b) As to any Software and Related Materials which are or in the opinion of Licensor may become subject to a claim of infringement, Licensor, at its option, will obtain the right for Licensee to continue using the Software and Related Materials or replace or modify the Software and Related Materials so as to make it non-infringing. If none of the aforementioned alternatives are available on commercially reasonable terms, then Licensee agrees to return the Software and Related Materials to Licensor upon Licensor's written request. Licensee acknowledges that the remedies set out in paragraph 9(b) hereof constitute the sole and exclusive remedy of Licensee for copyright infringement.

#### 4. PERMITTED USES OF THE SOFTWARE AND RELATED MATERIALS.

As each configuration of central processing units and/or networked systems may be unique, Licensee agrees to conform Licensee's use of the Software to the particular Software configuration licensed by Licensor to Licensee. Said configuration is incorporated into this license agreement by reference, inclusive of Modifications created or approved by Licensor.

#### **5. USES NOT PERMITTED.**

Licensee acknowledges, agrees, covenants, and warrants that it will not:

- (a) whether in whole or in part, sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign or provide the use of or access to the Software and Related Materials, or any portion thereof, to any person or entity;
- (b) assign, mortgage, charge or otherwise encumber either the Software and Related Materials or its rights under this Agreement;
- (c) reverse engineer, decompile or disassemble the Software;
- (d) alter, modify or create any derivative works of the Software and Related Materials or any portion thereof;
- (e) make additional copies of the Software and Related Materials or any portion thereof;
- (f) obscure or remove any copyright, patent or trademark notices.

#### 6. ASSIGNMENT.

Without limiting anything contained elsewhere in this Agreement, Licensee shall not assign this Agreement or any rights herein without the prior written consent of Licensor, which consent may



be arbitrarily withheld. Any purported assignment without Licensor's consent shall be deemed to be null and void.

#### 7. TERM.

This Agreement will terminate automatically without notice if Licensee fails to comply with any provision of this Agreement. Upon termination of this Agreement, Licensee shall return to Licensor the Software and Related Materials, codes, Modifications and merged portions in any form. The parties agree that all provisions set out in this Agreement for the protection of Licensor and its Confidential Information, Copyrights and other intellectual rights shall remain in force notwithstanding termination of this Agreement.

#### 8. UPDATES.

Provided that Licensee is in compliance with the terms and conditions of this Agreement, Licensor agrees to make available to Licensee all updates, improvements and Enhancements for the Software, if any, at the then updated fee schedule. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such updates, improvements or Enhancements.

#### 9. LIMITED WARRANTY.

- (a) Licensor does not warrant that Licensee's use of the Software and Related Materials will be uninterrupted or that the operation of the Software will be error-free or secure and hereby disclaims any and all liability on account thereof.
- (b) During the warranty period as described in Section 9(a) above, Licensor's entire liability and Licensee's exclusive remedy shall, at Licensor's option, be one of the following:
- (i) Licensor may attempt to correct or work around Errors;
- (ii) Licensor may replace the Software and Related Materials;
- (iii) Licensor may refund to Licensee the license fees, or part thereof, paid to Licensor upon return of the Software and Related Materials to Licensor or its authorized distributor;
- (c) Repaired, corrected, or replaced Software and Related Materials shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software, or if longer, for thirty (30) days after the date of shipment to Licensee of the repaired or replaced Software. Only if Licensee informs Licensor of Licensee's problem with the Software during the applicable warranty period and provide evidence of the date Licensee acquired the Software will Licensor be obligated to honor this warranty described under this Section 9. Licensor will use reasonable commercial efforts to repair, replace, advise, or refund pursuant to the foregoing warranty within thirty (30) days of being so notified.
- (d) THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY OR CONDITION MADE BY LICENSOR. LICENSOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT POSSIBLE BY LAW ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR



A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. NO DEALER, AGENT, OR EMPLOYEE OF LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY. If the media containing the Software is subject to accident, abuse, or improper use, or if Licensee makes any prohibited modifications to the Software during the warranty period, or if Licensee violates any term of this Agreement, then this warranty shall immediately and automatically terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than the hardware and software with which the Software was designed to be used.

#### 10. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL LICENSOR OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, OR FOR ANY DAMAGES IN EXCESS OF LICENSOR'S LIST PRICE FOR A LICENSE TO THE SOFTWARE AND DOCUMENTATION, EVEN IF LICENSOR SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

#### 11. EXPORT CONTROLS.

The Software and Related Materials and all related technical information or materials are subject to export controls and are licensable under the U.S. Government export regulations. Licensee will not export, re-export, divert, transfer or disclose, directly or indirectly the Software or any related technical information or materials without complying strictly with all legal requirements including without limitation obtaining the prior approval of the U.S. Department of Commerce. Licensee shall indemnify Licensor against any loss related to Licensee's failure to conform to these requirements.

#### 12. U.S. GOVERNMENT RESTRICTED RIGHTS.

Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. The licensor contact address is SELEX ES Inc., 4221 Tudor Lane, Greensboro NC 27410. If Licensee is a unit or agency of the Government or are acquiring the Software and Related Materials for any such unit or agency, the following apply:



- (a) If the unit or agency is the Department of Defense ("DOD"), the Software and Related Materials are classified as "commercial computer software" and "commercial computer software documentation", respectively, and, pursuant to DFAR Section 227.7202, the Government is acquiring the Software and Related Materials in accordance with the terms of this agreement.
- (b) If the unit or agency is other than DOD, the Software and Related Materials are classified as "commercial computer software" and "commercial computer software documentation", respectively, and pursuant to FAR Section 12.212, the Government is acquiring the Software and Documentation in accordance with the terms of this agreement.

#### 13. CONFIDENTIALITY.

All Confidential Information, including the Know-How, shall be treated as confidential by Licensee and shall be used solely to enable Licensee to use the Software in accordance with this Agreement. Nothing contained herein shall prevent Licensee from making disclosure of any of the Confidential Information to any employee of Licensee for the sole purpose of utilizing the Software and Related Materials in accordance with this Agreement, provided that Licensee shall obtain from each employee to whom such disclosure is made an acknowledgement, agreement, covenant, and warranty to abide by all of the terms and conditions of this Agreement.

#### 14. NO IMPLIED WAIVER.

No failure or delay by Licensor in enforcing any right or remedy in this Agreement shall be construed as a waiver of any future exercise of such right or remedy by Licensor.

#### 15. CONFLICT OF DOCUMENTS.

Any conflict between the terms of this Agreement and any purchase order or other document in relation to the license granted hereby shall be resolved in favor of the terms of this Agreement.

#### 16. EQUITABLE RELIEF.

Licensee acknowledges that any breach by it of any of the terms of this Agreement is likely to result in irreparable harm or damage to Licensor and that, in the event of such breach, in addition to any and all remedies at law, Licensor shall have the right to obtain an injunction, specific performance or other equitable relief to prevent the continuous violation of the terms of this Agreement.

#### 17. GOVERNING LAW; VENUE.

This Agreement, its interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.



#### 18. ENTIRE AGREEMENT.

All Exhibits referenced to in this Agreement are incorporated herein by reference and are expressly made a part of this Agreement. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties relating to the licensing of the Licensor's Software and Related Materials. Any amendments hereto are enforceable only if in writing and signed by each of the parties.

#### 19. SEVERABILITY

If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect notwithstanding.

Should you have any questions concerning this Agreement, please contact Selex ES Inc. .

http://www.elsag.com

support@elsag.com

# Tab 8 – Value Added Products and Services

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

# Tab 9 – Required Documents

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

## **Federal Funds Certifications**

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

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

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the
    Participating Agency reserves all rights and privileges under the applicable laws and regulations
    with respect to this procurement in the event of breach of contract by either party.
- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
  - Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the
    Participating Agency reserves the right to immediately terminate any agreement in excess of
    \$10,000 resulting from this procurement process in the event of a breach or default of the
    agreement by Offeror as detailed in the terms of the contract
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- (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

employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- o If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

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

### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

### CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts,

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

### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Offeror:	Salax ES Inc.	
Address:	4221 Tudor Lane	
City, State, Zip:	Gruensboro, NC 27410	
Authorized Signature:	7 - Tun	
Date:	3/10/2022	

## 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	Salex ES Inc.
Print Name	Ross Jureit
Address	4221 Tudor Lane
City, Sate, Zip	Gracis 6000, NC 27410
Authorized signature	1 /y tust
Date	3/10/2022

## **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 statues of the states it is will operate this contract in.

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

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

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

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

## Fingerprint & Background Checks

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

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

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

## Business Operations in Sudan, Iran

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

Authorized signature	Rytunt
Date	3/10/2022

## 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	Selex ES Inc.
Address	4221 Tudor Lana
City/State/Zip	Gruensboro, NC 27410
Telephone No.	336-379-7135
Fax No.	336-379-7164
Email address	ross. jurait @ leonardo company-us, com
Printed name	Ross Jureit
Position with company	General Counsul
Authorized signature	Rytust
A Charles	

## Required Clauses for Federal Assistance provided by FTA

### **ACCESS TO RECORDS AND REPORTS**

### Contractor agrees to:

- a) <u>Maintain</u> 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) <u>Equal Employment Opportunity</u>. 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. <u>Disabilities</u>. 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) <u>DBE Program</u>. 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 me 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 me 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