



**RFP No. 27-22**

# Curb Management



For: **NCPA**

Date: **Jul 21, 2022**

**V A D E**

From:

**VADE Group Inc.**

720 Brazos St.

Suite 800 Austin, TX 78701

919.397.3749



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# VADE

Better streets start with better data.

720 Brazos St, Suite 800, Austin, TX 78701



Dear NCPA Evaluation Committee,

VADE Group Inc ("Vade") is proud to present our enclosed proposal to the National Cooperative Purchasing Alliance ("NCPA") Curb Management Technology RFP. As the NCPA continues to strive to provide the best services, pricing and terms to its members, so too is Vade is committed to providing that same value to NCPA's end customers, and pledges to support & work with the NCPA through this procurement process with the express aim of providing true value to its members.

Following the COVID -19 pandemic, cities have experienced exponential growth in commercial activity and micro-mobility. The curb, predominantly zoned in most cities for consumer parking, is now even more rapidly evolving into a source of chaos for cities, as new use cases & modes of transportation make Curb Management ever more complex. Cities need new, dynamic tools and infrastructure to manage this change.

That's where we come in. Our mission at Vade is to build the physical and digital infrastructure to make curbs manageable today, while striving tirelessly to support the policies and legislation which will make them manageable tomorrow.

In practice, we help cities manage curb space by measuring how it's used with wireless cameras and computer vision, providing an end-to-end solution that includes hardware, installation, maintenance, software, and consulting in one subscription package. With real-time occupancy data at the core, our platform gives cities total insight into when curb space is used, where vehicles are utilizing the curb, how long they are staying, and what kind of vehicles are using it. This combines to partnership with us providing two powerful outcomes:

- (1) Building better physical curbs by meeting demand where it's at, and removing it where it isn't;
- (2) Building & bettering curb programs to optimize the physical curb digitally, with programs like Automated Enforcement, PayByStay (billing from the moment a user touches the curb), and more efficient routing for fleets all enabled by our infrastructure.

Further enabled by a focus on partnering with cities as an ongoing curb management partner. Whether it's asking us about the potential effects of a policy change, integration specifics to your existing technology, or a pie in the sky curb program you need a litmus test on, call us. We're here to be your partner not only in technology, but in building better and more efficient streets, curbs and curb programs, together.

As Chief Operating Officer of Vade, I am authorized to bind and negotiate for the organization and will serve as the direct contact for the administration of contacts resulting from this RFP. If selected, we hereby agree to accept all terms and conditions contained in the provided RFP

source documents, while providing new and actionable ways for cities to utilize and manage their curbs, managers to gain insights never before accessible, and to continue to build tools that allow cities to become more livable, vibrant, and safer.

Thank you sincerely for your consideration. We look forward to opportunity of building a mutually rewarding partnership with the NCPA and its members.

Best Regards,

A handwritten signature in black ink, appearing to read 'Ritwik Pavan', is written over a faint, dotted rectangular box. The signature is fluid and cursive.

Ritwik Pavan  
Chief Operations Officer  
720 Brazos St. Suite 800, Austin, TX 78701  
ritwik@vade.ai  
(919) 397-3749  
www.vade.ai

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew for up to three (3) additional one-year terms or any combination of time equally not more than 3 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; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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



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

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

# Process

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

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for two (2) year starting from the date of the award. The contract may be renewed for up to three (3) additional one-year terms or any combination of time equally not more than 3 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.
- ◆ Price Increases
  - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
  - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or 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

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program

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

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References and Experience (20 points)
  - A minimum of five (5) 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

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

Prices are guaranteed: **120 days**

Company name	VADE Group Inc.
Address	720 Brazos St, Ste #800
City/State/Zip	Austin, TX 78701
Telephone No.	737-239-8233
Fax No.	
Email address	matty@vade.ai
Printed name	Matty Schaefer
Position with company	CEO & Co-Founder
Authorized signature	

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of **September 1, 2022**, by and between National Cooperative Purchasing Alliance (“NCPA”) and **VADE Group nc** (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated **September 1, 2022**, referenced as Contract Number **05-74**, 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 Curb Management Technology;

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

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

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

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

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

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

### ◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

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

**Total**

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

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




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


◆ General Provisions

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

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
 Title: Director, Business Development  
 Address: PO Box 701273  
 Houston, TX 77270  
 Signature:   
 Date: September 1, 2022

**Vendor:**

VADE Group nc  
 Name: Ritwik Pavan  
 Title: Chief Operations Officer/Co Founder  
 Address: 720 Brazos Street Suite 800  
 Austin TX 78701  
 Signature:   
 Date: June 16th 2022

# Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

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

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
  - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
  - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Austin, State of Texas

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

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

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Emily Kian

Title: i a

Company: VADE Group nc

Address: 720 Brazos Street Suite 800

City: Austin

State: TX

Zip: 78701

Phone:

Email: mily a ai

▪ Purchase Orders

Contact Person: Darren Miller  
Title: Implementation Engineer  
Company: VADE Group Inc  
Address: 720 Brazos Street Suite 800  
City: Austin State: TX Zip: 78701  
Phone: (704) 999 1108 Email: darren@vade.ai

▪ Sales and Marketing

Contact Person: Ritwik Pavan  
Title: Chief Operations Officer  
Company: VADE Group Inc  
Address: 720 Brazos Street Suite 800  
City: Austin State: TX Zip: 78701  
Phone: (919) 397 3749 Email: ritwik@vade.ai

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.  
 Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.  
 Yes       No

## **Tab 4 - Vendor Profile**

**NCPA: Provide your company's official registered name:**

**Vade Group Inc.**

**NCPA: Provide a brief history of your company, including the year it was established.**

Vade was founded in 2018 by three founding members in Raleigh, North Carolina, out of a shared realization: Parking is arduous, and real-time occupancy data could save people time, gas and headaches. Over time, it became clear that the AI-powered camera technology we developed was too much for low-volume parking lots, and we decided to branch out into cities to capitalize on the fact that city streets are a value center unmatched by student lots.

As our technology, team, and project base grew, we were fortunate to secure the backing of some of the best investors in the US. In January 2022, a 4.3 million funding round led by Upfront Ventures was announced. Thanks to this funding and the support of exceptional city leaders across the country, we have been able to continue to expand our R&D base, including the hiring of a dedicated artificial intelligence team.

As we continue to grow, we will continue to invest in the most effective technology that enables cities to make informed data-driven decisions and connect their curbs with integration partners: wireless, solar-powered cameras that use AI to turn raw images into live parking data that can be used by our in-house Measure analytics suite, and your integration partners.

**NCPA: What is your company's Dun & Bradstreet (D&B) number?**

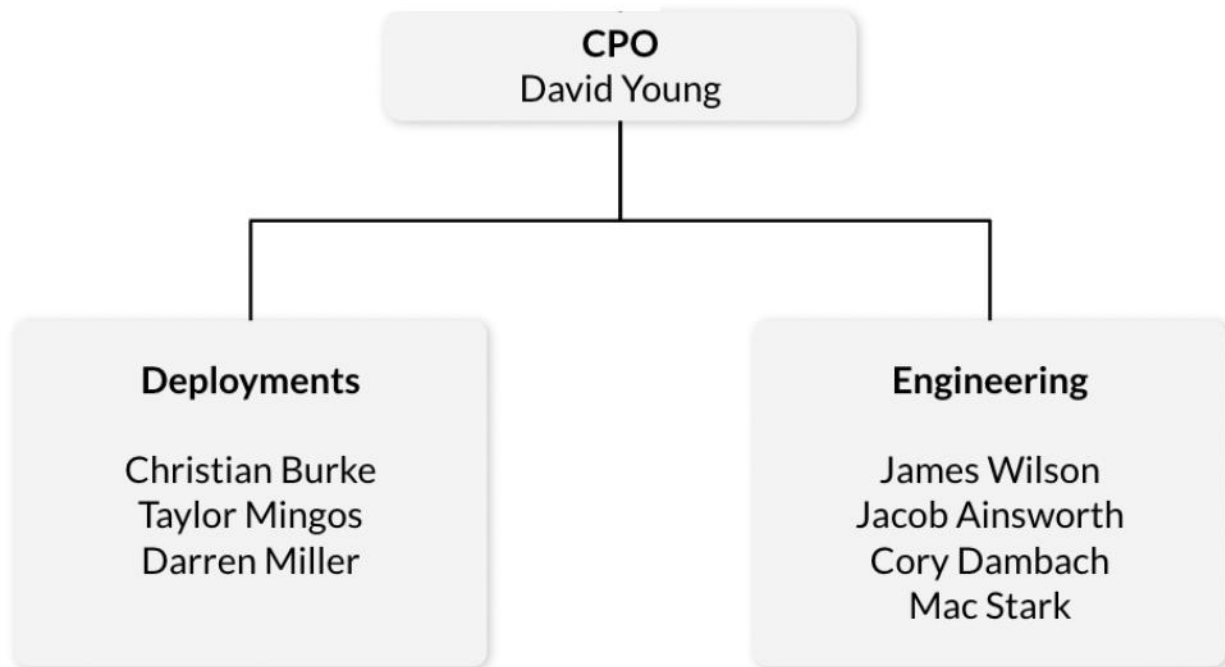
**DUNS #: 117609021**

**NCPA: Please provide your company's organizational chart of those individuals that would be involved in the contract.**

For all sales inquiries, or inquiries related to this contract, please contact:

**Ritwik Pavan**  
*Chief Operations Officer*  
ritwik@vade.ai  
(919) 397-3749

For implementation of a requested projects, our deployments team consists of Christian Burke, Taylor Mingos & Darren Miller, supported by an engineering team of 4 full time Software Engineers. Customizations required under the project are led by David Young.



**NCPA: Please provide your corporate office location.**

**720 Brazos Street, Suite #800, Austin, TX 78701**

**NCPA: List the number of sales and services offices for states being bid in solicitation**

All current US operations are based out of our Austin, TX office.

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

- **Ritwik Pavan** - COO & Co-founder
  - 720 Brazos Street, Suite #800, Austin, TX 78701
  - (919) 397-3749
  - [ritwik@vade.ai](mailto:ritwik@vade.ai)

- **Monica Mehareb** - Head of Sales Operations
  - 720 Brazos Street, Suite #800, Austin, TX 78701
  - (704) 779-6128
  - [monica@vade.ai](mailto:monica@vade.ai)
  
- **David Young** - Chief Product Officer
  - 720 Brazos Street, Suite #800, Austin, TX 78701
  - (215) 527-9760
  - [david@vade.ai](mailto:david@vade.ai)

**NCPA: Define your standard terms of payment.**

For standard projects, we require pre-payment of an annual subscription at the beginning of contract term Net 30, as well as the payment for installation & other onetime expenses; however, we are often flexible based on the Scope of Work ("SOW") to meet your budget requirements.

**NCPA: Who is your competition in the marketplace?**

**NCPA: Provide Annual Sales for last 3 years broken out into the following categories:**

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

~\$550,000 in year one ~\$2,300,000 in year two ~\$4,500,000 in year three

**NCPA: What differentiates your company from competitors?**

Vade offers state-of-the-art image processing software that provides the highest accuracy in data collection and our in-house manufactured hardware keeps costs low. Plus, our hardware can be fully installed in less than 20 minutes. For a more detailed explanation of our differentiation, please see Tab. 5.



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

Vade uses a variety of methods for outreach. These include NCPA banners on our home page, blog posts, case studies, and participation in professional conferences. Most likely, our goal is to continue to reach out to cities directly and use this contract as a strategic channel for procurement.

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

We are still a small company (but growing!) with 13 FTE's and 5 contractors. Given this size, an internal introduction would be easy: we can be sure that when NCPA provides us materials on the relationship that they will be read.

For a more in-depth partnership and introduction, we would be happy to host a webinar with relevant members of our company and NCPA.

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

Currently, all orders are placed directly with our sales team and cannot be placed online as they require a bespoke Scope of Work ("SOW") that both Vade and relevant client agree to.

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

Our support department currently consists of two full-time employees (and growing) and can be reached via text message, phone, email, or through our Measure web app from 8 a.m. to 5 p.m. EST, with a response time of 1 hour SLA. If extended support hours are required, we are happy to discuss this as part of an agreement with SOW.

**\*NCPA: Please detail green Initiatives (if applicable)**

Our cameras have an added eco-friendly feature: they power themselves without the need to replace equipment, for up to five years. In addition, at its core, our solution is designed to reduce congestion by optimizing curbs for economical throughput.

We believe our solution is environmentally friendly from start to finish. While these programs may not have fancy names, we believe that the business itself is green from the ground up.

**NCPA: Anti-Discrimination Policy (if applicable)**

*Vade is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate the interference with the ability of any of the Company's employees to perform their job duties.*

**NCPA: Provide Vendor Certifications (if applicable)**

We do not have any pertinent certifications that are relevant to vendors in our industry. If this is not the case for a particular project, we are happy to meet any certification requirements necessary to perform on an agreed upon SOW.

## **Tab 5 - Products and Services**

## Executive Summary

A connected curb is just that: it is connected to the people, businesses, and governments for whom it is an important touchpoint. However, how effective the networking of an individual curb is depends on the strength and use of those connections.

That's why there are three tiers of potential use for our system, which utilizes AI-driven, pole-mounted, solar-powered cameras to deliver live, street-level vehicle session data to a powerful back-end aggregation and analytics suite. All three options (and any combination) are available to the City at no additional cost for blocks that are Measure-enabled:

### Vade Tier 1: Measure Your Curb *(No Connections)*

In the four years of sifting through curb management data, one statistic stands out: A 2021 case study by Walker Consultants found that occupancy data measured by the minute resulted in occupancy rates that were up to 70% lower or higher than when measured by the hour. This means that well intentioned City Managers, Urban Planners, Parking Directors and other professionals who make decisions based on traditional car counts have been making their essential decisions based on incomplete or misleading data for years.

We're here to fix that. With Vade's comprehensive occupancy dashboard, you can track curb demand citywide, providing 97% accuracy when reviewing curb policy changes and serving as a key litmus test when making pricing and allocation decisions for permits, violations, and timed parking.

But that's just a start. Once you trust and understand the new data and make changes to your curb policies based on it, it's time to talk to your existing parking technology partners.

### Vade Tier 2: Manage Your Curb More Efficiently *(First Order Connections)*

Once partners are on board, it's time to unlock the true value of a connected curb. Below, you'll learn what's possible based on the integration:

#### **Enforcement Providers** - *(Conduent, Duncan Solutions, Passport, T2 Systems)*

**Automated issuance of violations by mail.** All violations on Vade-enabled block pages are sent to your enforcement provider in real time, with a start and end photo attached to the violation to provide rock-solid evidence trail.

**Improved Violation Capture Rates.** Our system's violation capture rate matches our occupancy error percentages. Move from a 40% capture rate to up to 97%, making the uptake for policy changes lighting fast.

**Charge Commercial Fleets for Curb Space as they Use It.** Simply set the rules and prices. Our system can integrate to your currently existing fleet billing system to ensure that fleets pay their fair share.

**Manage Micro mobility off of events, not of outcomes.** Scooters shouldn't be sitting in the middle of the street or the sidewalk, but who put them there and how is not currently auditable. With Camera based enforcement, our data can be used to inventory and enforce regulations equitably regarding any forms of micro mobility.

#### **Payment Providers** - *(ParkMobile, PayByPhone, Passport, HonkMobile)*

**Allow Parkers Frictionless Payments.** Users of any one of a City's portfolio of payment apps could opt-in to having their app expose their license plate to our system. If they choose to, sessions would begin and end from the moment they touch and leave the curb, reducing

friction for drivers and driving the efficient parking turnover that is essential to the success of local businesses.

### **City Software** (*Remix, PTV Vissim, Populus, existing ERP*)

**Optimize Urban Planning Software.** Allow urban planners to build streets on real curb demand data rather than simulations. Our data augments your existing providers like Remix to make building your optimized curb data driven.

**Change the Nature of On Street Operations.** By integrating our data to existing City asset tracking systems, alerts for changes in parking occupancy and street throughput can trigger alerts to inform City maintenance as it is required in real time. If a broken-down car is triggering a shutdown of an essential one way street, we have eyes on the ground ready to help.

Now that the essentials are managed, the infrastructure is in place to unlock the true value of the connected curb, by making the data open and freely available to curbs users...

### **Vade Tier 3: Meld the Digital and Physical Curb** (*Second Order Connections*)

#### **Amazon/UPS/Local Delivery Fleets**

**Allow Fleets to Make Informed Decisions that Respect City Policies.** Feed live curb occupancy data to the world's largest fleets to allow them to optimize their routes and curb usage decisions based on live data. Feed pricing data for different curb faces to allow provider's algorithms to incentivize routing that optimizes the value of the curb.

#### **Uber, Lyft, other TNCs**

**Optimize Routes & Incentivize Enrollment in City Programs.** The same curb occupancy data that forms the basis for fleet routes will allow Transportation Network Companies ("TNCs") to build their version of optimal routes as well. Secondly, higher capture rate enforcement may eventually force TNC's collective hands, and encourage their enrollment in City fleet programs and loading zone programs, as the cost of non-compliance from more efficient drop off enforcement begins to turn the equation in the City's favor.

#### **Consumer App Integration**

**Have Maps applications navigate users directly to an open parking space** instead of to your on-street destination. Reduce congestion caused by "combing the curb" for a space after passing your favorite restaurant and increase the time that users are on your curb, patronizing local businesses.

**Finally, there's Step 4: find the use cases that only your experience in living, working and playing for years in your city can.** With a 99.9% uptime API, no additional charges based on integration usage, and a firm commitment to your city's ownership of generated images, we can say with confidence that the use cases presented here are just scratching the surface.

## Product Overview

### Introducing Vade Measure™

Measure enables cities to view their curb inventory, analyze demand across time and geography, and integrate actionable real-time data into the systems that cities, vendors, and drivers already use. The platform consists of the following components:



WEB APP



OPEN API



EVENTS API



LIVE MAP



SAFETY ALERTS

Working in concert to move data from camera, to analytics, to your integration partners...



An overview of each tab of the Measure Web App is highlighted below...

To give an example of how these tabs are used in concert, let's start with a question:

***“Should we aim to expand our Loading Zones downtown? If so, where?”***

With Measure, you're in good hands:

1. Using the Zones tab, create and save a Custom View of all downtown Loading Zones. Let's call this custom view “Downtown Loading Zones”
2. Clicking the Analytics tab, select “Create New Report” (if Vade hasn't already created the report for you in the set-up process – five custom reports to answer the questions that initially elicit our involvement are included during the set up process for no charge)
3. Select “Peak Occupancy” as the reporting Metric, “Downtown Loading Zones” as the Location, and, just to start with, select the last seven days as the reporting period.

From this point, let the analysis begin. You'll immediately be presented with 3 analysis views, namely:

- a. A Geographic Gradient Map to show, within a selection of Zones, which Zones have the highest & lowest selected metric relative to each other. So, if the collection of all Loading Zones in your City is on average 80% occupied at 5pm, does that mean that most Zones sit around this average? Or are half 60% occupied and the other 100%? This section helps you to see the broader picture of what the chart's displayed metric means.
- b. Line & Bar Charts showing changes in the aggregate metric over time.
- c. An exportable CSV showing the raw Sessions Table for each Zone being reported on, to build your own metrics, or for import into other mapping & analysis platforms.

Now let's use all three to solve this problem. First, maybe you notice that Peak Occupancy for all Loading Zones is spiking to near 100% on weekends in all loading Zones between 8am-10am and 4pm-6pm. Other than that, it is remaining relatively constant in aggregate at around 40% utilized. But, digging a bit deeper, by hovering over points on the graph which represent different hours of the day, it becomes apparent that the Gradient Map isn't changing in the most heavily occupied Zones – all of those zones are remaining remarkably fixed around 100%. They are constantly occupied, while many other loading zones often have extremely wide ranges. Sometimes, they are near 100% occupied, and sometimes near zero.

So, you have a starting point: the loading Zones that are sitting at 100% usage nearly constantly are producing nearly no wasted space. But what about the other Zones? Would it potentially be better to convert them to another use during the times they are unused?

Now we have an insight we didn't even set out to find: many of our loading zones are incredibly under-utilized for large swaths of the day, and form a starting point for answering our initial question. As next steps, we could potentially investigate the Dwell Times of each of these Loading Zones, as well as the Commercial vs. Passenger vehicle segmentation, to see if they are truly being used as intended, and if the 100% occupancy metric is truly meaningful. To dive deeper into the analysis of this question,

after confirmation of the prior insight, we could set up a new Custom View for non-loading zones immediately adjacent to the Loading Zones we were analyzing, to see if we could convert them to a more impactful use if they are in fact underutilized. Digging even deeper, we could consult the Safety Tab, to see where Double-Parking violations are most prevalent, using hyper-concentrated violation swaths as a potential proxy for where Commercial users believe loading Zones should be.

Rather than continuing in this hypothetical to conclusion, however, we'll end here with a note: contextualizing data is best done by people who know their cities inside and out. Only you'll know that every third Friday is a festival which will drop Loading Zone occupancy in some places to zero, or that Thursday nights are free parking to enliven restaurants across half of the business district. We will never pretend to be the experts on your City: our goal is simply provide you with the tools you need to make hard decisions data driven.

**With this in mind, our Analytics tool is incredibly customizable, allowing the same reporting framework previously overviewed for Peak Occupancy for all of the following metrics and selections:**

The screenshot displays a user interface for configuring analytics filters. It is organized into six main sections:

- Activity:** Includes a dropdown menu for 'Peak Occupancy' and four radio button options: 'Unique Sessions', 'Peak Occupancy' (selected), 'Dwell Time', and 'Avg. Utilization'.
- Time Range:** Features a dropdown for '8:30AM - 1:00PM', an 'All Day' radio button, and time pickers for 'Start Time' (00:00 AM) and 'End Time' (00:00 PM).
- Frequency:** Contains a dropdown for 'Hourly' and radio button options for '15 Minutes', '30 Minutes', 'Hourly' (selected), '6 Hours', '12 Hours', and 'Daily'.
- Days:** Shows a dropdown for 'Custom' and checkboxes for days of the week: Saturday, Sunday (checked), Monday, Tuesday, Wednesday, Thursday, and Friday (checked).
- Date Range:** Includes a dropdown for '6/13/22 - 6/27/22', radio buttons for 'Last 7 Days', 'Last 30 Days', 'All Time', and 'Custom Timeframe' (selected). Below are two calendar pickers for 'Start' and 'End' dates in June 2022.
- Where:** Features a dropdown for 'Custom Zone 1' and radio button options for 'Whole City', 'Custom Zone 1' (selected), and 'Custom Zone 2'.



Our Security tab was briefly mentioned in the previous section, but let's dive a little deeper: The Safety tab reports exclusively on positional violations, i.e., bike lane, fire hydrant, and double-parking violations, and shows you where the violations are most prevalent so you can better target enforcement efforts and assess trends.

While capturing standard violations (failure to pay, unauthorized parking, exceeding the maximum parking time allowed) can help you identify areas where you can maximize revenue and parking turnover, positional violations can be far more damaging. For example, there's a research-proven link between blocking bike lanes, double-parking violations, and accidents. This tool helps you change that by enabling better enforcement of these violations and laying the groundwork for automatic enforcement of these violations when integrated with your enforcement provider.

This tool is as customizable as the analytics, with the following customization options:

The image shows a screenshot of a web application interface with four customization panels:

- Violation Type:** A dropdown menu set to "All". Below it are four radio button options: "All" (selected), "Double Parking", "Bike Lane", and "Fire Hydrant".
- Time Range:** A dropdown menu set to "8:30AM - 1:00PM". Below it are three radio button options: "All Day", "Start Time: 00 : 00 AM", and "End Time: 00 : 00 PM".
- Days:** A dropdown menu set to "Custom". Below it are seven checkbox options: "Saturday" (checked), "Sunday" (checked), "Monday" (unchecked), "Tuesday" (unchecked), "Wednesday" (unchecked), "Thursday" (unchecked), and "Friday" (checked).
- Date Range:** Two panels, each with a dropdown menu set to "6/13/22 - 6/27/22". Each panel has four radio button options: "Last 7 Days", "Last 30 Days", "All Time", and "Custom Timeframe" (selected). Below each panel is a calendar for June 2022 with "Start" and "End" date pickers. The first panel shows "Start: 06/13/2022" and "End: Please select". The second panel shows "Start: 06/13/2022" and "End: 06/27/2022".

However, as mentioned in the previous section, security mustn't only be used uniformly for enforcement. Seeing where violations are most common is a proven indicator of preferred behavior and can provide as much insight into how streets are used as the Analytics Tab.

**In conclusion: the Measure Web App is an incredibly customizable tool which allows you to make data driven decisions on the costs and benefits of Curb Programs and Curb Layouts.** Now, let's talk about how our video-feed ground truth forms a base layer for smart curb programs moving forward:

## Open API

With our Open API, cities, vendors, and third-party companies can easily access real-time availability data for curb zones and spaces in a CDS-compliant format. We also provide enhanced functionality in blockface-based availability with a separate endpoint and blockface field dedicated to specific consumer-facing mobile or web applications to display maps and help drivers navigate safely and efficiently to their destinations.

The Open API is accessible through an online portal that is also accessed by the live map we provide, which is based on data from the Open API. We allow each visitor to create an account and generate a key to access the Open API for that city, which has a built-in usage limit to prevent abuse and protect the health & security of our systems. The specific limit depends on the scope of a particular project and can be customized per city. Users who wish to exceed this limit can work with us to set up a paid plan for extended or unlimited access.

## Events API

Our Events API serves as the single source of truth for unique parking events in a city in a CDS-compatible format according to its own event API specification. To protect the intellectual property and confidentiality of our technology solutions, we do not currently plan to provide public access to the Events API. However, we are committed to working directly with cities and their vendors to provide the necessary legal documentation to integrate and enable powerful and valuable use cases.

Unlike other providers of hardware and/or software solutions for cities to manage curbs and track vehicle activity, we track unique vehicles parking in all curb zones and spaces covered by our system, with or without the use of license plate recognition. We do this with a robust system capable of identifying unique vehicles across images, times, and even cameras, combined with a proprietary human-in-the-loop pipeline that provides human verification before and after the start and end of unique parking events. We scale the degree of verification based on the use case: we restrict human verification based on a confidence threshold when latency is critical, we provide ubiquitous human verification when session data leads to a payment or summons, and we provide both restricted and ubiquitous human verification in parallel for projects with comprehensive use cases.

Our Events API serves as the single source of truth for integrated transportation ecosystems that unify parking, transit, curb management, and urban mobility systems. We do the bulk of the work for all categories of vendors integrating into such an ecosystem by applying proprietary logic and providing the resulting ground truth data in the ultimate CDS-compliant format required to validate different data sets across all use cases and integration types.

Our primary focus is to provide streaming event data of what's currently happening across a city's inventory of curb space to deliver value and improve outcomes by improving internal operations and the customer experience from start to finish. As a result, we can limit access to historical session data processed and verified by our system to maximize our ability to create and deliver significant value to cities by leveraging our proprietary technology, workflows, and systems to drive products in our solutions from demand analytics to frictionless payments.

## Safety Alerts

Enforcement companies are an established technological and logistical sub-segment with many nuances and a high regulatory burden related to storing PII across payment and license plate data. In order to focus on our core value proposition and minimize the time and financial burden required to improve outcomes for cities, we are taking an approach that emphasizes security and integration rather than reinventing the wheel from scratch.

We strongly believe in a future of curb management that achieves 100% compliance through frictionless payments under a pricing structure that aligns incentives for all stakeholders. Instead of parking lots and loading zones, the atomic unit of smart cities will be a linear curb foot that is flexible, dynamic, and autonomous. Instead of excluding a certain type of user from using a particular curb space, cities will use economic tools to incentivize commercial curb use in a residential area with very high prices. Instead of imposing a two-hour time limit, cities will set price tiers that increase with each additional minute to make excessively long trips unaffordable for drivers and economically justify the reduced turnover if it happens anyway. By automating payments according to different pricing structures for different types of users, cities can and will effectively eliminate violations by turning them into an economic burden that motivates drivers to avoid them and adequately compensates cities on the rare occasions they occur.

We disagree, however, about positional violations, which pose a pervasive threat to the safety of vulnerable road users such as pedestrians and bicyclists. These safety violations include, but are not limited to, double parking violations and blocked bike/bus lanes. Unlike policy violations, these are not vehicles parked in parking spaces that can be legally used if the rules are followed. Rather, these safety violations involve vehicles parked in locations that are not legal under any circumstances, as this poses a direct and immediate threat to public safety. We believe that these safety violations should be the sole focus of parking enforcement programs, and this belief is the basis for our safety-first approach to enforcement applications.

In addition to our safety-first approach, we are taking an integration-first approach to improve enforcement activities and mitigate the risks posed by safety violations. After measuring the volume and frequency of various safety violations to determine which areas to prioritize, we offer two general levels of integration for enforcement, depending on the current system and applicable legislation. In cities that do not have the appropriate legislation and/or an enforcement solution provider capable of integrating functionality to automatically issue citations by mail or account, we offer a lightweight operational integration to partially mitigate safety violations. In this system, we will typically target a limited number of hot spots and ask the city to provide one or more dedicated enforcement officers who will be notified by our system via text message or email of nearby safety violations. Not only does this type of integration partially mitigate the problem, but it also creates evidence to drive legislation to enable fully automated integration, which we achieve by installing an LPR camera and integrating it directly into the enforcement.

Fully automating enforcement of safety violations is critical to achieving Vision Zero, as a 100 percent capture rate is the only way to prevent these violations in the first place. It is human nature for drivers to overestimate the slimness of chances and take the risk when the likelihood of getting a ticket is not absolutely certain.

***Please see Below for all RFP Specific Responses Prompted***

**NCPA: 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.**

At Vade, consulting is the heart of what we do. Understanding that much of the data generated by our cameras will be entirely new data points for customers, helping clients:

- (a) Generate the specific data necessary to answer the questions they are trying to answer through their engagement with us,
- (b) Glean and translate that data into actionable insights,

Are entirely included in the set up and go-live process. Through our initial scoping phase, we will determine the data points necessary to answer the most pressing questions which elicit our clients engagement, and will work backwards from project requirements to determine the:

- (a) Camera positions and requirements,
- (b) Data collection intervals, and
- (c) Reporting requirements

Necessary to drive the actionable insights required to build better curbs and curb access programs.

***NCPA: Proposal should address [pertinent] warranty information.***

Our warranty is the best in the industry: we will fix or replace Scope of Work ("SOW") non-conformant Camera's within 24 hours. So, if our scope dictates that an image will be generated by a camera every 30 seconds, upon our internal tools or the customer indicating the camera is not meeting the SOW dependent Service Level Agreement ("SLA"), the camera will be fixed or replaced by a technician within 24 hours.

**NCPA: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.**

Some camera's which will be used for data collection may have been used in prior deployments, but, under our hardware as a service model, if any issues occur, it is entirely on us to replace cameras not generating quality data within 24 hours.

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

Vade commits to this standard, with one minor caveat, which is that many standards for what we are doing are yet to be determined as the tech & space is so new. For example, does your City want to calculate occupancy based on the number of feet on a curb which are occupied, or by setting a predefined threshold for the number of vehicles a curb should ideally hold?

There is no “right”, or “industry standard” way of solving this: it’s entirely a matter of what creates actionable insights for you. We commit to partnering with you to build these standards collaboratively.

### **NCPA: What problem are you addressing?**

You can’t manage what you can’t measure is the old adage, and curb usage is currently an incredibly laborious and expensive thing to measure using standard methodologies such as manual car counting or extrapolation of parking data from third party apps.

We aim to change that with our Vade Measure™ product. By allowing City’s to measure the utilization of their curbs 24/7, we aim to enable City’s to build better curb programs and optimize the physical layouts and policies of their curbs.

Furthermore, our cameras and API act as the building blocks for further curb programs, including automated enforcement, automated payments by license plate and intelligent routing by partners who choose to utilize the data (Fedex, UPS, Uber, Lyft, etc.).

### **NCPA: List all zone types compatible with your solution (loading, bike lane, bus lane, rideshare, etc.).**

Our solution can recognize and monitor all curb zones, including loading zones, bike lanes, bus lanes & rideshare zones. One note is that, given disparate national laws on the display of stickers or other indicia for Rideshare vehicles, rideshare vehicle identification is never 100% accurate without a city-wide license plate program.

### **NCPA: What type of agency is your ideal client?**

Our ideal client is any City that wants to learn more about how their curbs are used. While we can do per-space occupancy for lots & on street parking, where we really shine is in answering tough questions for cities which need data behind them. For example, “Would a ride share area be better suited along 7th & Broad or 8th & Broad?” or “At what hour of night should this block convert from a loading zone to paid parking?.”

### **NCPA: Summarize your on-street curb management**

Our curb management is as comprehensive as your current partners, rules and regulations will allow us. To expand on this, our cameras have the necessary technology to:

- a. Recognize any and all vehicles parked in a space (Occupancy)
- b. Segment these vehicles into categories (Commercial vs Passenger)
- c. Recognize the license plates of 95% of entering vehicles.

All with a rock-solid audit trail consisting of time stamped video and photographic evidence for each action a client wishes to take, all accessible in real time via API. This lays the foundation for any and all curb management programs a City could wish to run.

For fact-finding, curb analysis and benchmarking vision zero initiatives, our Vade Measure platform requires no integrations or partner buy in. For active programs, like automated enforcement, dynamic rates based on demand, or flex zones for commercial fleets, just plug us in with your existing partners. With Vade Measure, all the data necessary to run these programs in covered zones will exist from the date of go-live.

## **NCPA: Do you provide software, hardware, or both?**

We provide both hardware and software under a Data as a Service model. While we do have separate SLA's for both hardware and software, both combine to the same underlying point: our job is to provide you with data that is actionable for your use case.

So, if our cameras are not providing you with data that achieves the objectives of the Scope of Work, we will upgrade, replace or repair whatever component is in the way. That means new camera's, custom software engineering, purchase of outside components; whatever is required. Our commitment to you is the highest quality data possible to make data-driven decisions and programs a foundation of your department. If that data falters, it is entirely on us to take the necessary actions to fix this within 24 hours.

## **NCPA: What hardware is used? (Camera's, sensors, GPS, signage, other?) How is the hardware powered?**

We utilize fixed mounted cameras for all applications. These camera's can be either entirely solar powered, or require wiring based on the power requirements of the use case for these cameras. For example, traffic & parking monitoring and data analysis usually only requires a picture be sent & analyzed every few minutes. In this scenario, Solar would be the better choice as it is a lower cost option for most departments. For live video feed monitoring, a power connection would always be required even in a well sunlit area.

All Cameras are equipped with Batteries suitable to their application. So, for a power connected camera, we provide a battery which can last up to 4 hours to deal with power interruptions. For a solar powered system, the batteries can last up 3 full days without sunlight.

### **Our Hardware**

The best data comes from the most reliable video feeds: with that in mind, we've designed the ParkSight to include all the features needed for all weather performance, including:

- Ultra-rugged, IP 65 rated casing
- 4G LTE Enabled for entirely wireless data collection
- Fully solar powered

With 24-hour SLA maintenance & replacement entirely included in your subscription.



## **NCPA: What is the lifespan of your hardware?**

While the life expectancy of our cameras is on average approximately 3 years, we operate under a Hardware as a Service (“HaaS”) model in which the availability of replacement parts, their current cost, and upgrades to the latest model are entirely covered by the client’s subscription fee. If a client chooses to discontinue their term with us, we will remove all camera equipment at no charge.

Given this HaaS model, we are able to guarantee 99.9% uptime for Measure’s cloud-based dashboard, and a 95% uptime guarantee on Data Generation via our StreetEye cameras.

## **NCPA: Are you the manufacturer of all hardware? If not, who is?**

We utilize two cameras in our day to day operations - the StreetEye, manufactured entirely in house, and another, the Oculi HD which is manufactured by Luminite, CO, a UK based manufacturer.

All hardware is assembled in Austin, TX, with various components sourced from the following US or EU based manufacturers & distributors:

- Voltaic Company (<https://voltaicsystems.com/>), Brooklyn, NY
- Luminite Company (<https://www.luminite.co.uk/>), London, UK
- Telit Company (<https://www.telit.com/>), Irvine, CA
- Vital Systems (<https://vitalsystems.com/>), Reno, NV

## **NCPA: Is your system stand alone? If not, what other technologies or companies are required for a full curb management solution? List any third-party software, labor, data, other.**

From the perspective of effectively generating data & performing analysis on curb activity - for the purpose of better urban planning, implementation of curb management programs and optimizing rules and regulations - we are entirely stand alone. Our cameras and analysis tools give you unprecedented control of a data set which has never before been widely accessible.

For license-plate-based curb management, our open API allows any approved vendor to ingest sessions & associated license plate data in real time & historically. This means that they can implement any programs from the ground up in the way that the City prefers. While we do have integrated partners that can perform this work for the City if a turn-key solution is preferred, the look up of license plate data is still a heavily regulated process, which we believe is best left to the City’s incumbent enforcement vendor.

The same is true for other curb programs, such as for the billing of fleets as they touch the curb; our API will stock-standard provide a means to identify that a session by that license plate began in a specific location, with photo evidence, and that it ended in a specific location, with photo evidence. The rest is up to existing partners to integrate.

This API can also be used far beyond just the City’s internal vendors. For example, if the number of cameras in a City was such that coverage reached a sufficient level, the API the City provides to its vendors through us could quickly become the preferred means of navigation for UPS, Fedex, and major Transportation Network Companies (“TNC’s”).

### **NCPA: What fleet companies/TNC's do you have established relationships with?**

We are in active talks with DoorDash & Fedex, but have no other established relationships. This is in large part due to the fact that to establish these partnerships, we would need large levels of camera penetration for the solution to be viable in order to consider utilizing our solutions for routing. So, if we are successful, partnership with all nationwide providers is an established goal, and one that we can develop ad-hoc with client's support.

### **NCPA: If applicable, what is your accuracy rate and are there any limitations on accuracy. Ex. Weather, weight, data coverage, or angle related limitations/considerations).**

Our accuracy rate for license plates is 95%, our accuracy for occupancy statistics is 98%, and our accuracy for the identification of Commercial vs. Passenger vehicles is 95%.

While these metrics have never needed to be, they can be optimized for, however, based on project specific SOW's.

### **NCPA: How is enforcement handled? Is it automated?**

Enforcement companies are an established subsegment with nuance and regulatory burden (specifically around the storage of PII through payments and license plate data), as well as intense custom set up. That's why we don't want to reinvent the wheel.

For this reason, our system integrates into your existing enforcement provider to either:

- d. Alert officers on the street in real time of existing:
  - Double Parking Violations
  - Bike Lane Violations
  - Overtime Violations;
- e. Automatically generate violations, including picture evidence, to be sent via mail or fleet programs.

Or, any combination of the two. Our comprehensive API contains all of the tools necessary to bring violation capture rates to the upper bound of license plate recognition.

### **NCPA: Do you have a wallet feature? If so, please provide details. If not, please explain why it is not applicable for your solution.**

We do not have a wallet feature for the same reason as we do not manage violations in our system: we are Camera, Computer Vision, and Curb Analytics specialists, and don't want to reinvent the wheel in building our own mobile payment application.

That said, all currently-active mobile payment providers can integrate utilizing our same real time API to utilize their existing wallet features to run curb management programs.

For example, with the data that a vehicle bearing the license plate IPD-3456 has touched the curb pushed in real time to their system, a Mobile Payment provider could quickly query their system to see:

- f. If that license plate has a valid payment method on file;
- g. If a user has "opted in" to automatic payments.

If they have, the session could begin automatically, with the final payment calculated when our systems sends that the vehicle has left that position.



**NCPA: Explain how you handle mapping/data collection prior to and after implementation.**

All zones covered by Measure are fully mapped in Curb Data Standard (“CDS”) format, as maintained by the Open Mobility Foundation. This mapping is completed initially remotely, and then further confirmed on the ground when our team installs the camera’s.

As regulations change, the CDS GEO-JSON objects are entirely editable by both our support team as well as our clients. These changes are reflected automatically in alerts, metrics and curb programs in real time from the moment they are changed. For example, if a zone previously had a time limit of two hours, and the time limit was expanded to three hours, reporting metrics concerning 3 hour zones would now include the new Zone. Furthermore, enforcement or alerting integrations which either alert on or ticket a vehicle after their time limit is up, would automatically begin only sending those alerts or violations after the new three-hour window.

**NCPA: What is your uptime?**

99.9% uptime for Measure’s cloud-based dashboard, and a 95% uptime guarantee on Data Generation via our ParkSight cameras.

An example of why these uptimes differ is that, if one camera were to go out in a lightning shower, the uptime of the total camera fleet would be impeded (95% guarantee), but the ability to display the data of the remaining camera’s would not be affected (99.9% uptime on the view of working cameras).

**NCPA: If you provide display, describe them and provide an image.**

We do not provide a display, but access to our API is included at no charge for all City-approved users. So, for example, if a sign/display vendor wanted to display the current occupancy on a street, they could integrate our occupancy data with no work on Vade or the City’s behalf.

**NCPA: Provide off-street details if applicable.**

While we can provide off-street occupancy to garages, the cost is often prohibitive and adds little value as compared to aggregate counting solutions. If this is not true for your departments use-case, we are happy to offer per-space occupancy solutions to off street environments.

**NCPA: Summarize your data policy. Can the client or customer opt out?**

Anonymized image data will be used & retained by Vade for quality assurance and computer-vision model improvement unless it is requested by client that they be deleted either as instructed, or in line with the client’s pertinent data retention policy. No images will be shared outside of our organization without client’s prior written consent.

Raw sessions data (occupancy & associated metadata) is exclusively owned by client, and, in the event of contract termination will be provided to client within 14 business days.

Derivative data & insights from the raw sessions data, such as aggregated occupancy, aggregated dwell time, or any new data sets derived from the data, are owned by Vade.

While this is our preferred arrangement, which we believe best manages the value of our product at the offered price as well as data privacy & ownership concerns, we are open to making changes that best meet your organizations data policy needs.

## NCPA: How long is implementation from PO signage to full completion?

Our average implementation requires three months from the date of contract signature. This timetable includes scoping, hardware installation, instance provisioning for our back-end reporting platform, creation of custom reports, as well as API access & distribution. Our set up process generally flows in the following order:

### Scoping & Pre-Deployment

#### Task List

- Scope of Work Finalized
- Signed Contract
- Site Visit
- Coverage Map Finalized
- Permits & Approvals

### Pre-Installation

#### Task List

- Finalize & Schedule Installation Date
- Cameras Ordered
- Cameras Assembled
- Cameras Tested
- Measure Instance Provisioned
- Local Contractor Retained
- Ship Cameras
- Installation Completed

### Post Installation Technical Set Up

#### Task List

- Uptime Report Satisfactory
- Image Polygons Drawn
- Curb GIS Lines Drawn
- Curb Zones Mapped via CDS
- SOW Specific Logic Implemented
- HITL Pipelines Initiated
- Accuracy Report Satisfactory
- Maintenance Scheduling & Alerts Set Up
- Connect Cameras to Measure Reporting

Measure Outputs Tested and Verified

One Month of Data Generated

## **Deliverables**

### **Task List**

Measure Report Created off Initial 1 Month of Data

Client Trained & Presented Initial Report

### **NCPA: Summarize any US (federal, state, or local) legislation that we should be aware of that may limit offering your solution to certain agency types or locations.**

With respect to our Measure product - which analyzes images to generate session data and aggregates and analyzes that data - we are not aware of any relevant laws that would limit our ability to serve any customer within a scope of work appropriate to the information contained in this document.

Manage, however, which is the Measure's product that shares license plate tagged session data with third-party vendors (Pay By Cell applications, Enforcement, other parking ecosystem products), can be more complex. For example, if a vehicle is found to have been double-parked for more than a certain amount of time, it makes sense in most cases to assign an infraction to that vehicle. Since we already have evidence of the violation (watermarked images of the date, time, and location) and the vehicle's license plate number, we can easily send this information to our client's incumbent law enforcement provider to determine the registered owner's information and have the law enforcement vendor automatically send a notice of violation by mail to the registered address for the license plate ("ticket by mail").

Herein lies a significant limitation for many potential customers: Violations must be posted on the windshield according to state or local laws. While this should not be an obstacle to integration with law enforcement, as we can very easily send violation details to officers in real time, integration done this way will not achieve the maximum efficiency it could if the law governing windshield ticketing were adjusted.

We are sure that there are many more laws that relate to unique use cases of Manage that we are not aware of, but this main restriction is the most widespread and useful that we have seen.

### **NCPA: Explain any limitations to your software in its current version.**

Currently, the most important limitation can be summarized as follows: Our tool is focused on incredibly detailed analysis for medium sized areas of cities. So if you analyze 100 city blocks, we are good to go. For an entire city, updates are needed to effectively provide more granular analysis. For example, a more effective way to search huge swaths of curbs to find loading zones based on a keyword rather than preset knowledge would help tremendously.

The other key note is based on the fact that curb management as an art and science is still in its infancy, so definitions of metrics, reports and best practices are still in the Wild West. For example, if a customer wants to report on the occupancy of all loading zones during a given week, will all zones that have ever been loading zones be included as data points in the calculation of total peak occupancy, or will those zones be removed from the corresponding report data set once the time they are designated as loading zones has expired?

So if a loading zone is fully occupied at 5pm and only remains designated as a loading zone until 5pm, a graph could drop dramatically at 5:01pm, not due to an actual change in occupancy, but due to a change in definition.

That last point is a bit pedantic, but it brings to light a good insight: our biggest limitation is that the only "right way" to help you get actionable insights is to work closely with you to make sure our definitions, methods, and reports overlap with what is actionable for you. While it's asking more than saying, "We are the experts, please sit back and listen," we believe this is simply a necessary step in walking in untrodden territory.

### **NCPA: What differentiates your solution from the many other curb management companies?**

We are here to sell outcomes, not technology. That's why we focus on one thing, and one thing only: the most accurate and cost-effective curb data collection and distribution system available.

We do not have a mobile app to sell you, new ticket management workflows, or signage - we want other great companies to be able to keep doing what made them great in the first place, while we democratize the data needed to make all those systems even better.

That's why working with us is the start of your departments curb management department's journey, because we provide the foundation for all curb management and planning activities your department needs today and in the future.

Once our systems are in place, no curb management initiative is off the table. By working with us, you set up a system to measure all future curb improvements while generating and distributing data for partners to use to drive curb initiatives in the future.

### **NCPA: Please briefly expand on anything you believe we have missed in this scope of work that would be crucial for us to know.**

If you asked ten city leaders why curb management is important to them, you would get 10 different answers. There would be a common thread, but the words and objectives would all be slightly different.

We embrace that. If you have a project that you believe would help you better manage and build curbs, we want to talk to you, even if the final solution we recommend doesn't involve us in the slightest. The success of our efforts depends first and foremost on us being genuinely interested & invested in how we can better manage curbs to build the outcomes cities want and need. **Curb nerds unite.**

## **Tab 6 - References**

## **Tab 7 - Pricing**

**Tab 8 - Value Added Products & Services**

**NCPA: 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 you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.**

**We believe that the scope provided under this solicitation encompasses our full range of capabilities and do not wish to proffer any other products or services at this time.**



## Tab 9 – Required Documents

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- ◆ 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 and Offeror 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 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
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the 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.
- 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 § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 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. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. 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 non-financial 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. This right of access will last only as long as the records are retained.

**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.

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**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: Matty Schaefer  
Address: 720 Brazos St, Ste #800  
City, State, Zip: Austin, TX 78701  
Authorized Signature:   
Date: 6/16/2022

## Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	VADE Group Inc.
Print Name	Matty Schaefer
Address	720 Brazos St, Ste #800
City, State, Zip	Austin, TX 78701
Authorized signature	
Date	6/16/2022

## **Contractor Requirements**

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

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

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

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

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

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

### **Fingerprint & Background Checks**

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

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

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

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

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

Authorized signature

  
\_\_\_\_\_

Date

6/16/2022  
\_\_\_\_\_



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


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

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

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

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

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

Company name	VADE Group Inc.
Address	720 Brazos St, Ste #800
City/State/Zip	Austin, TX 78701
Telephone No.	737-239-8233
Fax No.	
Email address	matty@vade.ai
Printed name	Matty Schaefer
Position with company	CEO & Co-Founder
Authorized signature	

## **Required Clauses for Federal Assistance provided by FTA**

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

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) 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 the FTA Administrator, the U.S. DOT Office of the Inspector General, 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 non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain 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. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### **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 applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may 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 that are flowed to Contractor from Awarding Participating Agency.
  
  - 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 that are flowed to Contractor from Awarding Participating Agency.

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

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

### **DISADVANTAGED BUSINESS PARTICIPATION**

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

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

### **ENERGY CONSERVATION REQUIREMENTS**

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

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, 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 and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8 , 2016, 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 knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly 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, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

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

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

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

### **State Notice Addendum**

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

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

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

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