NAPC Request for Proposal for Security Products and Services, Supplemental
Solicitation Number: 20-17

Submitted by: Vigilant Solutions, LLC
1152 Stealth Street, Livermore, CA 94551
(925) 398-2079
sales@vigilantsolutions.com

SUBMITTED ON AUGUST 22, 2017
August 22, 2017

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

RE: RFP 20-17

To Whom It May Concern:

Vigilant Solutions, LLC is pleased to submit our response to the NCPA's Request for Proposals (RFP) for "Security Products and Services, Supplemental." We have read the RFP in its entirety and feel extremely honored to be considered for such a prestigious contract.

Founded in 2005, Vigilant Solutions has cemented its reputation as the leader in License Plate Recognition (LPR) technology amongst law enforcement agencies in North America. To date, Vigilant has over 1,000 law enforcement agencies on our network. We now intend to further grow our client base and revenues as the result of this NCPA contract.

Our core business lies in designing, manufacturing, and distributing highly advanced LPR systems – specializing in both mobile and fixed solutions. Beyond LPR hardware, we standout in the marketplace with exclusive features, data and analytics that can't be found with any other solution. Vigilant goes beyond the basic "hot list alerts" functionality of LPR, and instead we provide a full suite of true crime fighting tools that help law enforcement agencies around the country to solve thousands of criminal cases each month.

Supporting our mobile and fixed LPR systems is the largest, online nationwide network of LPR systems known as the Law Enforcement Archival and Reporting Network (LEARN). With over 7.5 billion total LPR detections, LEARN sets a standard for data sharing and analytics amongst law enforcement agencies, in addition to pulling in exclusive LPR data from non-law enforcement sources to give agencies access to one of the most powerful crime fighting tools available to the public safety sector. When coupled with Vigilant's proprietary facial recognition solution (known as FaceSearch), law enforcement agencies of all sizes can harness technology for their entire department, scaled to a pricing platform that fits their unique budget.

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

Vigilant Solutions' headquarters office is located at 1152 Stealth Street, Livermore, CA 94551. Our website address is www.vigilantsolutions.com. All questions regarding this RFP response can be directed to me, Bill Quinlan, Vice President of Sales Operations. I can be reached via telephone at (925) 396-2079 or via email at bill.quinlan@vigilantsolutions.com.
Thank you for the opportunity to take part in this process. On behalf of all my Vigilant Solutions colleagues, we look forward to our future conversations with the NCPA.

Sincerely,

Bill Quinlan

Bill Quinlan
Vice President of Sales Operations
Table of Contents

TAB 1: Signature Form

TAB 2: NCPA Administration Agreement

TAB 3: Vendor Questionnaire

TAB 4: Vendor Profile

TAB 5: Products and Services / Scope

TAB 6: References

TAB 7: Pricing

TAB 8: Value Added Products and Services

TAB 9: Required Documents
TAB 1 – Signature Form
Tab 1 – Master Agreement
General Terms and Conditions

♦ Customer Support
  ➢ The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

♦ Assignment of Contract
  ➢ No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

♦ Disclosures
  ➢ Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  ➢ The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

♦ Renewal of Contract
  ➢ Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

♦ Funding Out Clause
  ➢ Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    ➢ Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

♦ Shipments (if applicable)
  ➢ The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
♦ Tax Exempt Status
  ➢ Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

♦ Payments
  ➢ The entity using the contract will make payments directly to the awarded vendor or their affiliates (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 to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor.** It is the awarded vendor’s responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
  ➢ All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
  ➢ All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

♦ Best Price Guarantee
  ➢ The awarded vendor agrees to provide pricing to Region 14 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract.
  ➢ The awarded vendor agrees to lower the cost of any product purchased through NCPA following a reduction in the manufacturer or publisher's direct cost.
  ➢ The awarded vendor agrees all prices, terms, warranties, and benefits granted by the vendor to Members through this contract are comparable to or better than the equivalent terms offered by vendor to any present customer meeting the same qualifications or requirements.
Warranty

Proposals should address each of the following:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Administrative Fee

- All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
- The awarded vendor agrees to pay administrative fees to NCPA of three (3%). (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

Audit rights

- Vendor shall, at Vendor’s sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- Region 14 ESC shall have the authority to conduct random audits of Vendor’s pricing that is offered to eligible entities at Region 14 ESC’s sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of Vendor’s pricing at Vendor’s sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
Licenses and Duty to keep current licenses

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

Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days’ notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

- It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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

- **Force Majeure**

  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- **Prevailing Wage**

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

- **Miscellaneous**

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

- **Cancellation for Non-Performance or Contractor Deficiency**

  - Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.

  - Region 14 ESC reserves the right to cancel the whole or any part of this contract due to
failure by contractor to carry out any obligation, term or condition of the contract.

➢ Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

	- Providing material that does not meet the specifications of the contract;
	- Providing work and/or material that was not awarded under the contract;
	- Failing to adequately perform the services set forth in the scope of work and specifications;
	- Failing to complete required work or furnish required materials within a reasonable amount of time;
	- Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;

➢ Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

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

	- Cancellation for Conflict of Interest

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

	- Registered Sex Offender Restriction

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

♦ Contract’s Employment Eligibility

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

♦ Terrorism Country Divestments

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

♦ Fingerprint Checks

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

♦ Indemnification

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

➢ Pricing

➢ All supplies, equipment and services shall include manufacturer’s minimum standard warranty and two (2) year labor warranty unless otherwise agreed to in writing.

♦ Open Records Policy

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

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
Process

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

♦ Contract Administration
  ➢ The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

♦ Contract Term
  ➢ The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms.

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

♦ Products and Services additions
  ➢ Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14ESC.

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

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

♦ Estimated Quantities
  ➢ The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $15 - $20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

♦ Evaluation
  ➢ Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent’s whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and 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

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

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

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

- **Qualification and Experience (15 points)**
  - Respondent(s)’ reputation in the marketplace
  - Past relationship with Region 14 ESC and/or NCPA members
  - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
  - Experience and qualification of key employees
  - Location and number of sales persons who will work on this contract
  - Marketing plan and capability
  - Past experience working with the government sector
  - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
- Other factors relevant to this section as submitted by the proposer

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

<table>
<thead>
<tr>
<th>Company name</th>
<th>Vigilant Solutions, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1152 Stealth Street</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>Livermore, CA 94551</td>
</tr>
<tr>
<td>Telephone No.</td>
<td>925-398-2079</td>
</tr>
<tr>
<td>Fax No.</td>
<td>925-398-2113</td>
</tr>
<tr>
<td>Email address</td>
<td><a href="mailto:bill.quinlan@vigilantsolutions.com">bill.quinlan@vigilantsolutions.com</a></td>
</tr>
<tr>
<td>Printed name</td>
<td>Bill Quinlan</td>
</tr>
<tr>
<td>Position with company</td>
<td>Vice President Sales Operations</td>
</tr>
<tr>
<td>Authorized signature</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>
TAB 2 – NCPA Administration Agreement

*Will be signed upon contract award. Copy of Agreement and signed Quotation Number Process document is attached.
Tab 2 - NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2017, by and between National Cooperative Purchasing Alliance ("NCPA") and Vigilant Solutions ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2017, referenced as Contract Number 12-10, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Security Solutions Products and Services, Supplemental;

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

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

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

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

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

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

General Terms and Conditions

The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.

With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region
14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

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

**Term of Agreement**

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

**Fees and Reporting**

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Zip Code</th>
<th>State</th>
<th>PO or Job #</th>
<th>Sale Amount</th>
<th>Registered Vendor Quotation #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Each month NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA three (3%) administrative fee on the amount of the agency’s purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of 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 underreporting of Contract Sales and a
resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- 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: [Signature]
Date: September 1, 2017

Vendor: Vigilant Solutions, LLC

Name: Bill Quinlan
Title: VP of Sales Operations
Address: 1152 Stealth Street
        Livermore, CA 94551
Signature: [Signature]
Date: 9-11-2017
NCPA Registered Vendor Quotation Number

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

NCPA Registered Vendor Quotation Number Process

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

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

* Fill out and submit.

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.

- You will have a response with a NCPA Vendor Registered Quotation Number within several minutes.

- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.

- Include the quotation number on all proposals.

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

Date 8-15-2017
RFP Number 20-17
Company Name Vigilant Solutions, LLC
Printed Name Bill Quinlan
Signature
TAB 3 – Vendor Questionnaire
**Tab 3 - Vendor Questionnaire**

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

**States Covered**

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

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

<table>
<thead>
<tr>
<th>Alabama</th>
<th>Maryland</th>
<th>South Carolina</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>Massachusetts</td>
<td>South Dakota</td>
</tr>
<tr>
<td>Arizona</td>
<td>Michigan</td>
<td>Tennessee</td>
</tr>
<tr>
<td>Arkansas</td>
<td>Minnesota</td>
<td>Texas</td>
</tr>
<tr>
<td>California</td>
<td>Mississippi</td>
<td>Utah</td>
</tr>
<tr>
<td>Colorado</td>
<td>Missouri</td>
<td>Vermont</td>
</tr>
<tr>
<td>Connecticut</td>
<td>Montana</td>
<td>Virginia</td>
</tr>
<tr>
<td>Delaware</td>
<td>Nebraska</td>
<td>Washington</td>
</tr>
<tr>
<td>District of Columbia</td>
<td>Nevada</td>
<td>West Virginia</td>
</tr>
<tr>
<td>Florida</td>
<td>New Hampshire</td>
<td>Wisconsin</td>
</tr>
<tr>
<td>Georgia</td>
<td>New Jersey</td>
<td>Wyoming</td>
</tr>
<tr>
<td>Hawaii</td>
<td>New Mexico</td>
<td></td>
</tr>
<tr>
<td>Idaho</td>
<td>New York</td>
<td></td>
</tr>
<tr>
<td>Illinois</td>
<td>North Carolina</td>
<td></td>
</tr>
<tr>
<td>Indiana</td>
<td>North Dakota</td>
<td></td>
</tr>
<tr>
<td>Iowa</td>
<td>Ohio</td>
<td></td>
</tr>
<tr>
<td>Kansas</td>
<td>Oklahoma</td>
<td></td>
</tr>
<tr>
<td>Kentucky</td>
<td>Oregon</td>
<td></td>
</tr>
<tr>
<td>Louisiana</td>
<td>Pennsylvania</td>
<td></td>
</tr>
<tr>
<td>Maine</td>
<td>Rhode Island</td>
<td></td>
</tr>
</tbody>
</table>
All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Samoa
- Northern Mariana Islands
- Federated States of Micronesia
- Puerto Rico
- Guam
- U.S. Virgin Islands
- Midway Islands

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

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - Minority / Women Business Enterprise
    - Respondent Certifies that this firm is a M/WBE
  - Historically Underutilized Business
    - Respondent Certifies that this firm is a HUB

Residency

- Responding Company's principal place of business is in the city of Livermore, State of California

Felony Conviction Notice

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

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

Distribution Channel

- Which best describes your company's position in the distribution channel:
  - Manufacturer Direct
  - Authorized Distributor
  - Value-added reseller
  - Manufacturer marketing through reseller
  - Certified education/government reseller
  - Other:

Processing Information

- Provide company contact information for the following:
  - Sales Reports / Accounts Payable
  - Contact Person: Bill Quinlan
  - Title: Vice President Sales Operations
  - Company: Vigilant Solutions, LLC
  - Address: 1152 Stealth Street
  - City: Livermore
  - State: CA
  - Zip: 94551
  - Phone: 925-396-2079
  - Email: bill.quinlan@vigilantsolutions.com
• Purchase Orders
  Contact Person: Bill Quinlan
  Title: Vice President Sales Operations
  Company: Vigilant Solutions, LLC
  Address: 1152 Stealth Street
  City: Livermore State: CA Zip: 94551
  Phone: 925-398-2079 Email: bill.quinlan@vigilantsolutions.com

• Sales and Marketing
  Contact Person: Neil Schlisserman
  Title: Vice President
  Company: Vigilant Solutions, LLC
  Address: 1152 Stealth Street
  City: Livermore State: CA Zip: 94551
  Phone: 925-398-2079 Email: neil.schlisserman@vigilantsolutions.com

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

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

  ➢ Vendor will provide additional discounts for purchase of a guaranteed quantity.
      [ ] Yes [ ] No
TAB 4 – Vendor Profile

Vigilant Solutions is pleased to provide answers to the following questions from the NCPA RFP. Following each question, our answers can be found in blue & underlined.

1. Company’s official registered name. **Vigilant Solutions, LLC**

2. Brief history of your company, including the year it was established. Vigilant Solutions was founded in 2005 by Shawn Smith after he recognized an opportunity to re-purpose advanced imaging technology through the form of License Plate Recognition (LPR) to enhance officer and community safety while providing needed law enforcement intelligence to combat broader issues such as narcotics trafficking and terrorism. Over the last 12 years the company has both grown and evolved into the industry’s leading provider of LPR technology for over 1,000 law enforcement agencies throughout the Country – while at the same time adding additional services through our Investigative Data Platform.

3. Company’s Dun & Bradstreet (D&B) number. 603673117

4. Company’s organizational chart of those individuals that would be involved in the contract. The following Vigilant team members will play an active role in this contract, with Mr. Shawn Smith providing overall leadership:

- Shawn Smith – Founder & President
- Steve Cintron – Chief Financial Officer
- Neil Schlisserman – Vice President of Sales
- Bill Quinlan – Vice President of Sales Operations
- Mark Kruse – Vice President of Engineering
- Heather Ford – Vice President of Marketing

5. Corporate office location. 1152 Stealth Street, Livermore, CA 94551

6. List the total number of sales persons employed by your organization within the United States. **14**

7. List the number and location of offices for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address. All 14 of the sales persons referenced in question number 6 above work remotely from their home offices and are embedded in different states throughout the country to ensure proper coverage. At the same time, all sales persons report back to the Vigilant corporate office located in Livermore, California and are supported by Bill Quinlan (Vice President of Sales Operations, 925-398-2079, bill.quinlan@vigilantsolutions.com) from this office. Mr. Quinlan can be reached as a main point of contact for all sales persons.

8. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

   - Sales – Bill Quinlan, VP of Sales Operations, 925-398-2079, bill.quinlan@vigilantsolutions.com
9. Define your standard terms of payment. **Net 30**

10. Who is your competition in the marketplace? **In the LPR hardware space we often see competition from companies like Elsag, NDI, PIPS, and Genetec. In the Investigative Data & Analytics space (as it relates to LPR & commercial data), Vigilant has no true competitors.**

13. What is your strategy to increase market share? **Vigilant Solutions utilizes a wide range of strategies and tactics to increase our market share amongst law enforcement agencies throughout the Country, and abroad. These include attending trade shows, print ads, press releases, online search engine optimization (SEO), website promotion, direct email campaigns, monthly online webinars, in-person speaking engagements, lunch and learn presentations, as well as outbound phone calls to prospective customers via our inside sales team. In addition, we receive a large number of referrals from our existing client base.**

14. What differentiates your company from competitors? **Amongst the major manufacturers of LPR cameras, there are virtually no differences amongst the cameras themselves in terms of accuracy and capture rates—with all of the devices performing as intended. However, where Vigilant differentiates from our competitors in the LPR space is as follows:**
   - **Vigilant provides unmatched LPR data analytic capabilities—during an investigation our clients can mine through LPR data in a much more meaningful way that will allow an agency to generate more leads and close their cases faster. One of our unique and most useful tools includes the ability to search LPR data just by knowing the year, make and/or model of a vehicle.**
- Vigilant provides a seamless, online data sharing platform for law enforcement – allowing agencies to easily share vital data for solving cases faster and locating criminals who are on the run.
- Vigilant provides a proprietary source for supplementing law enforcement data with commercial LPR detections from the asset recovery (vehicle repossession) industry. These detections are not available to law enforcement agencies through any other source in the world and the data helps to solve thousands of criminal cases every month.
- Vigilant provides the ability to seamlessly tie in other value-added technologies to the overall investigative process (including facial recognition, social media, and ballistics).

15. List your company’s current capabilities for Security Solutions Products and Services, Supplemental. While the RFP lists over a dozen different products that may be covered by this RFP solicitation, Vigilant’s sole focus will be on License Plate Recognition technology (both Fixed and Mobile). We also have the ability to provide other law enforcement products that were not referenced in the RFP such as Facial Recognition technology, Commercial LPR data, and Online Data Analytics.

16. Describe your company’s steps for analyzing the client’s existing IT Security system. Vigilant’s platform is 100% web-based (with no backend, on-premise servers required). Therefore, all that is required in terms of a client’s IT infrastructure is a reliable connection to the internet.

17. Provide who will provide the administrative support services including the person (s) title, phone number(s), fax number(s), and e-mail(s). Administrative support for all contract related issues will be provided by our VP of Sales Operations, Mr. Bill Quinlan (925-398-2079, bill.quinlan@vigilantsolutions.com). All technical support will be provided by Vigilant’s Technical Support and Engineering team that is supervised by our VP of Engineering, Mr. Mark Kruse (925-398-2079, support@vigilantsolutions.com).

18. What support documents does your company provide to the government entity after purchase? In addition to providing onsite training for every new installation that we deploy, Vigilant Solutions provides product manuals and other useful “leave behinds” that the client can use as reference materials in the future, as needed. Furthermore, at no additional charge, Vigilant provides online training classes at least once per month for our existing clients. Also, existing clients always have access to unlimited technical support by sending an email to support@vigilantsolutions.com.

19. Describe what technical resources your company will provide to support the government entities’ projects. As referenced above, Vigilant Solutions provides online training classes at least once per month for our existing clients at no additional charge. In addition, existing clients always have access to unlimited technical support by phone (925-398-2079) or by email (support@vigilantsolutions.com). Field support is also available to clients as required.

Vigilant Solutions, LLC – License Plate Recognition & Other Crime Solving Technologies
20. Describe the measurement options your company intends on providing the government entities. **Not applicable at this time. Requires additional information from NCPA.**

21. What states would your company not honor pricing and services for this contract, in the event that this contract is made available to all states? **The pricing provided by Vigilant in this contract will be honored for all states throughout the country.**

22. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization. **Not applicable.**

23. Describe your company’s safety program. **All Vigilant new hires are required to complete a thorough training and on-boarding process – specific to their role at the company. Part of the training includes a general session on safety awareness – particularly when working in our factory, warehouse or at a client site.**

24. Indicate number of lost hours or other benchmarks to verify your company’s effectiveness of their safety record. **This is not something that we track at this time.**

25. What safety reports does your company provide to the customer upon completion of any project? **None at this time. Vigilant will often subcontract certain aspects of an installation and/or utilize a client’s existing resources/personnel.**

**Marketing / Sales**

26. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to: **Vigilant Solutions is in alignment with the NCPA and plans to take all of the below actions in order to market our contract with the NCPA during the first 90 days. It is in our best interest to make this contract as successful as possible and we will deploy all meaningful tactics to do so.**

A co-branded press release within first 30 days **Yes**

a. Announcement of award through any applicable social media sites **Yes**, especially Twitter and LinkedIn.

b. Direct mail campaigns **Yes**, but direct email instead of mail (saves paper and allows for better tracking).

c. Co-branded collateral pieces **Yes**

d. Advertisement of contract in regional or national publications **Yes**

e. Participation in trade shows **Yes**

f. Dedicated NCPA and Region 14 ESC internet web-based homepage with:

i. NCPA and Region 14 ESC Logo **Yes**

ii. Link to NCPA and Region 14 ESC website **Yes**
iii. Summary of contract and services offered Yes
iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials Yes

28. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded. In addition to proactively marketing this contract, Vigilant will include information on this program during every new business development presentation that we give to eligible entities. Having the customer understand both the cost savings and time savings that go along with this streamlined procurement process for the NCPA contract will be a huge selling point.

29. Explain how your company plans to market this agreement to existing government customers. Today, Vigilant Solutions provides products and services over 1,000 law enforcement agencies across the country. We routinely communicate with our existing client base via a series of regular email updates, as well as phone-based and in-person touchpoints. Considering the huge benefit of having this contract in place with NCPA, we will make sure that our existing customers are continually notified and reminded that they can add additional Vigilant products and services via this procurement process.

30. Provide a detailed 90-day plan describing how the contract will be implemented within your firm. During the first 90 days (and beyond), Vigilant will deploy a variety of tactics and strategies to promote the NCPA contract both internally and externally – as outlined in our responses to Questions 27, 28, 29 and 31.

31. Describe how you intend on train your national sales force on the Region 14 ESC agreement. Upon award of the NCPA contract, Vigilant will setup a dedicated meeting to discuss the benefits of the contract with our national sales team, as well as provide training to our team on how to leverage the contract with our prospective and existing customers. In addition, all new business that is brought in as a result of this contract will be tracked and discussed at our bi-weekly sales meetings. Furthermore, a re-education and refresher training session on the NCPA contract will become part of our annual sales meeting held every January.

32. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Vigilant Solutions agrees to provide our company logo to Region 14 ESC, and further agrees to provide permission for reproduction of such logo in marketing communications and promotions.
Administration

34. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s). To date, Vigilant has had a ton of success via our existing cooperative purchasing contract with HGACBuy (www.hgacbuy.org). Our current H-GAC contract runs through March 31, 2019. Our main point of contact at H-GAC is Mariana Mack who can be reached at 713-993-2484 or via email at mariana.mack@h-gac.com.

35. Describe the capacity of your company to report monthly sales through this agreement. As required by this Agreement, Mr. Steve Cintron (Chief Financial Officer) and his team will make certain to track and report all monthly sales that are associated with purchases tied to Vigilant's NCPA contract. An NCPA Quotation Number will be listed on all applicable quotes, purchase orders and invoices for proper internal and external tracking.

36. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency. Upon a more in depth discussion around the types of management reports required, Vigilant Solutions is highly confident in our ability to provide any reports as required that would be applicable to the types of products and services we offer.

37. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies. As we have never held an NCPA contract in the past, we have no suggested improvements at this time.

Green Initiatives

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

38. Please provide your company's environmental policy and/or green initiative. While Vigilant Solutions does not have any formal (written) environmental policy, we do promote the following green initiatives internally as a company:

   a. Electronic documents are strongly encouraged (even for contracts) so that we can minimize the use of paper throughout our organization.

   b. When we do have to print something, our office stocks recycled.
environmentally friendly paper.

c. Telecommuting is both accepted and promoted in an effort to remove unnecessary vehicle traffic from the roads and increase employee productivity.

d. Our headquarter office uses natural light sources throughout the work day to reduce our electricity consumption. Furthermore, motion sensors have been installed in restrooms and conference rooms, and all office lights are shut down at the end of each work day.

e. The cleaning staff for our office use environmentally friendly cleaning products.

f. We maintain a “casual dress” work atmosphere to reduce employees’ dependence on dry cleaning.

g. We promote recycling in the headquarter office of paper, plastics and cardboard. In addition, we promote the use of ceramic mugs and glassware as opposed to disposable cups.

Vendor Certifications (if applicable)

39. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. MWBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable. At this time, Vigilant does not have any other licenses, registrations, or certifications to report.
TAB 5 – Products and Services / Scope

As the premier provider of License Plate Recognition (LPR) solutions for the law enforcement industry, Vigilant Solutions core product offerings include:

**Mobile LPR Systems**

Vigilant Solutions Mobile LPR systems provide agencies with a way to rapidly deploy high-performance license plate recognition for special events, tactical operations such as roadside checkpoints, and for use on any marked or unmarked vehicles in their fleet.

Vigilant’s Mobile LPR systems use up to four (4) dual-lens LPR cameras, each with an integrated Digital Signature Processors (DSP), and advanced imaging & recognition algorithms to provide the most advanced mobile LPR system available. With a simple user interface running on the in-car computer, the Vigilant Mobile LPR system provides a great deal of functionality with the user’s needs in mind, but with advanced capabilities not available elsewhere.

![Image of Vigilant Mobile LPR system]

Designed from the officer’s perspective, our Mobile LPR system includes large buttons, visual system status indicators, scrolling plate history, and even a Day/Night mode to eliminate brightness in the vehicle during nighttime operations for officer safety. Known as the Car Detector Mobile software, Vigilant is quite simply the most user-friendly system available on the market today.

![Image of Car Detector Mobile software]

Vigilant’s Mobile LPR provides officers in the field with real-time field intelligence to improve their safety and enhance the efficiency of their patrol. A variety of federal, state, and local (personalized) hot lists of vehicles can be uploaded into the system and provide the officers with both an audible and visual alert when a vehicle of interest has its license plate picked up by one of the mobile cameras on the vehicle. These alerts can include everything from stolen vehicles, parking scofflaws, homicide suspects or even amber alerts.

Another exclusive and standard feature of Vigilant’s Mobile LPR solution is Mobile Hit Hunter – which significantly increases the likelihood of “hits” in the field. Leveraging all available LPR systems in your area, including data shared by other agencies as well as
Vigilant's national data sharing initiative (NVLS) that collects over 150 million LPR records per month from commercial operations, Mobile Hit Hunter matches these records against your hotlist(s) and notifies officers within a 3-mile radius of suspect vehicles. This greatly enhances efficiency, as well as officer safety.

Fixed LPR Systems

Wrap a virtual fence around your community with Vigilant's fixed license plate recognition (LPR) solution, to proactively prevent crime and improve safety. These systems add investigative power and enhance overall safety with fixed LPR cameras without increasing manpower. Strategically positioned cameras at entries and exits create this virtual fence to help your agency:

- Receive alerts when vehicles of interest enter your community
- Identify stolen vehicles entering or leaving your community
- Get more information for criminal investigations
The system features a ruggedized and compact dual-lens (infrared and color) LPR camera engineered for extreme conditions. The camera recognizes license plates in the camera’s field of view, matches against various agency hotlists and notifies law enforcement of matches. The system can also stream live video to a separate location such as a video management system.

Unique Features such as Vigilant’s Target Alert Service (TAS) allow for alerts from fixed camera vehicle sightings to be broadcast from LEARN to any computer or mobile device. Alerts can also be sent via email. Furthermore, a published Application Programming Interface (API) allows for custom applications such as gate triggering and communications with external systems.

**LEARN (Law Enforcement Archival & Reporting Network)**

LEARN transforms massive amounts of data into actionable intelligence. LEARN makes complex investigative analytics extremely quick and easy, providing new leads, saving time and allowing more cases to be closed. When enabled with LPR data shared from other agencies and Vigilant’s network of privately collected LPR data, LEARN provides previously unimaginable insights….and results.

Data is central to LEARN; more data enables more leads. Start with your own agency data, and share data freely with other law enforcement agencies for additional insights. For maximum benefit, subscribe to Vigilant’s massive network of privately harvested LPR data which is currently at 6 billion LPR detections and grows by another 150 million new detections per month. Vigilant’s private data supercharges investigations and greatly enhances the benefits of your agency’s LPR investment.

We believe the power of LPR is in the data and analytics. In addition to access to our commercial data, agencies can choose to share with other law enforcement agencies to gain access to another 1.5B detections nationwide. Joining the largest law enforcement LPR sharing networking is as easy as adding a friend on your favorite social media platform.

Powerful Searches: Start any point to complete the triangle during an investigation. Between agency resources, like DMV lookup, and Vigilant, we can help you complete the triangle to develop more investigative leads.
Analytics are made easy in LEARN with features you won't find in any other LPR platform, including:

- Use the Stakeout feature to identify potential suspects and witnesses in pattern crimes and large criminal organizations based on common license plates across multiple locations.

- Query for possible associates of known criminals with just a few clicks of the mouse based on license plates frequently seen in close proximity to the suspect.

- Use Locate Analysis to get a probabilistic report of when and where to look for a vehicle of interest.

- Search by Plate & Partial Plate - Search for plates on your hotlist, get alerts when the plate is spotted. Search historical data to find where the plate has been spotted in the past, whether the vehicle was present at the scene of the crime, or identify alibis and witnesses. Enter a partial plate along with any other data you have like date, location or time and you can search for the full plate number.

- Search by Year/Make/Model - Narrow a potentially massive number of vehicles down to a manageable number, saving you time and resources. **If the only information you have from a witness is a vehicle description, Vigilant can still help you to generate investigative leads!**

- Search by Address - Focus on when and where a crime took place and compare it to historical LPR data to determine what, if any, vehicles were at the location during the time a crime occurred.

Vigilant gives you tools you need – simplified. And you can't find these tools anywhere else in the market.

Vigilant Solutions, LLC – License Plate Recognition & Other Crime Solving Technologies
Agency Management

LEARN provides extensive agency management controls including:

- Management of Mobile and Fixed LPR systems – LEARN provides oversight of any connected LPR systems and allows for hotlists to be distributed to these systems for field monitoring. LEARN also allows for remote software updates to be administered to connected systems.
- Management of Users – Users may be added and deleted, user privileges established and modified, and user alert settings configured.
- Hot-List Management – Hot-Lists of almost any variety can be imported and configured within LEARN for automated updating based on an agency-defined schedule. These hotlists are consolidated within LEARN and made available to connected LPR systems, and also for used for locating vehicles of interest in Vigilant’s “private” data and made known through LEARN’s Mapping Alert Service, or in a mobile LPR system via the Mobile Hit Hunter feature.
- Auditing – LEARN provides auditing of all user activity for proper governance and oversight. All user queries and reports are clearly visible to Agency Managers for reporting purposes.

LEARN is secure and in the cloud. Eliminating the need to invest and maintain server hardware, and not requiring resources from IT staff to maintain and optimize the database, LEARN removes many of the frustrations seen in large enterprise LPR systems. Your data belongs to you, and only you choose if you want to share with other law enforcement agencies, and you can always access it from any web-enabled device.

Mobile Companion

The Mobile Companion is the first commercially available smartphone-based LPR scanning & data acquisition device. The product is intended to enhance professional public safety policing practices and promote officer awareness and security. The Mobile Companion will also allow Vigilant Solutions clients to expand their use of LPR technology beyond vehicle-based systems. The Mobile Companion app will allow all field investigators and other certified personnel to gather field intelligence just by scanning license plates with their Android or Apple smart phone. Mobile Companion connects directly to a LEARN account and offers LPR image capture, Hot-List matching, and local phone data storage.

Vigilant Solutions, LLC – License Plate Recognition & Other Crime Solving Technologies
The Vigilant – Mobile Companion app is exclusively for Vigilant Solution’s law enforcement customers. This unique app is a companion app for the agency’s Vigilant product(s) and extends the benefits of these products out to more users – investigative, traffic patrol, mounted and foot patrol, etc.

The app encompasses many of the tools and features seen in Vigilant’s LEARN® product for license plate reader (LPR) analytics and access to the Vigilant national LPR database of over 6 billion license plate scans. The app also includes a mobile device version of Vigilant’s exclusive feature known as Mobile Hit Hunter, and Vigilant’s FaceSearch facial recognition product.

**LPR Features and Functions:**
- Access Vigilant’s national LPR database of over 6 billion (and growing) license plate reader detections.
- Access exclusive LEARN analytic tools such as Locate Analysis.
- Add Hot Plates for monitoring against Agency-owned LPR systems, shared data from other agencies, and Vigilant’s own private network of LPR data.
- Receive and share alerts on matches against Agency hotlists.
- Leverage the power of the Vigilant-exclusive Mobile Hit Hunter feature to see locations of nearby vehicles matched between your agency’s hotlists and Vigilant’s own private network of data.
- Scan License Plates using your device’s camera and have them uploaded to the Agency’s LEARN account and matched against hotlists.
- As the app requires an existing LEARN account with Vigilant, all transactions are fully audited and available for Agency Manager review.

**Facial Recognition Features and Functions:**
- Access Vigilant’s national gallery of over 16 million (and growing) mugshots, registered sex offenders, and more.
- Upload images to your Agency gallery for later matching and investigative purposes.
- Upload probe images from your device’s camera to search against your available gallery and receive potential matches based on over 350 different facial measurements.
TAB 8 – Value Added Products and Services

In addition to our core LPR offering, Vigilant Solutions also provides these two (2) additional solutions to law enforcement agencies that we would like to make available via this contract. Together, these solutions make up our Investigative Data Platform offering:

Commercial LPR Data

Agencies nationwide, of all sizes, use our vehicle location intelligence to help apprehend suspects and solve crimes. It’s an incredible force multiplier that enables agencies of all sizes to develop more leads. And when agencies solve crimes they do so much more - they prevent future crime, protect officers and create safer communities. That’s why Vigilant is the “essential law enforcement solution.”

An integral part of the Vigilant Solution for law enforcement is access to the nation’s largest repository of commercially collected LPR data. Nationwide, Vigilant has deployed more LPR cameras than any other LPR company in the North American market collecting over 6 Billion LPR data records in total and growing in excess of 150 million new LPR data records every month. Vigilant’s LPR data is collected in almost every major metro area in the United States.

This “private LPR data” is made available via Vigilant’s national law enforcement data sharing network, known as the Law Enforcement Archival & Reporting Network (LEARN). To accomplish this, Vigilant created a company called Digital Recognition Network (DRN) to service non-law enforcement market segments. DRN, and its customers, provide copies of all LPR scans to Vigilant for law enforcement use. Vigilant does not share any of its information back to DRN or any other entity; Vigilant’s sole purpose is to serve its law enforcement customers.

DRN holds a dominant market share position in deploying LPR technology into the asset recovery market and has created strong business relationships with thousands of private LPR Fleet Operators (LFOs) who utilize Vigilant’s LPR products to gather vehicle license plate data in the course of conducting their business. LFOs, for business reasons, gather
vehicle license plate data in locations where vehicles may reasonably be expected to remain or re-appear for an extended period of time (i.e. residential areas, apartment complexes, retail areas, and business office complexes with large employee parking areas). This is in contrast to the majority of LPR data gathered by law enforcement agencies (LEAs) wherein data is typically gathered from vehicles “in-transit” so that the LEA might have the additional benefit of immediate intervention of an occupied vehicle of interest. For these reasons, Vigilant’s network of private LPR data significantly complements the data gathered by LEAs and greatly enhances the investigative opportunities.

Notes:
1. Vigilant’s national LPR data depository and Private Operator LPR servers are different physical server platforms
2. All data transfers to the national law enforcement data center are one-way in nature. There is no reciprocal sharing of data.
3. No civilian data access permissible via Vigilant’s National LPR Data Center; access is restricted to law enforcement only.

LEARN Commercial LPR Data Subscriptions are sold on an annual basis as an agency-wide (enterprise) subscription via Vigilant’s Investigative Data Platform – which includes access to all LPR data contained in the Vigilant Law Enforcement Data Center as described earlier in this document, as well as FaceSearch (described below). This means that all users of a specific agency are granted LPR data and FaceSearch access within the guidelines of the IDP Service Agreement. In some special cases, multi-year agreements may be negotiated.

**Face Search (Facial Recognition)**

FaceSearch is an easy-to-use facial recognition solution that works. Available via the web, on mobile devices, and as a PC-based application, FaceSearch was developed by Vigilant to deliver a functional, scalable and affordable solution like no other. Hosted in the cloud, FaceSearch offers easy importing and integration capabilities, along with pre-populated face image data from Vigilant.

FaceSearch allows a law enforcement agency to take a still image of an unknown subject from their investigation (from social media, CCTV, cell phone image, etc.) and bring that image into the application for comparison against a gallery of known images (typically prior arrest/booking photos). If that image is not suitable for the facial recognition algorithms to properly work, the FaceSearch application includes dozens of easy-to-use enhancement tools that can help to clean up the image and make it recognizable to the software. There is also a video frame extraction tool that will allow an agency to chop up a video clip into individual frames and select the best image of the unknown subject.

The ultimate goal of the application is to create possible matches of the unknown subject to individuals from the known gallery. These matches create possible leads for the law enforcement agency to further investigate.

Over 350 facial vectoring algorithms are at the heart of Vigilant’s FaceSearch solution. Rather than making use of commercially available facial recognition engines, Vigilant leveraged its experience in image recognition to develop these new facial vectoring
algorithms in-house. Why? – to benefit law enforcement in terms of accuracy, speed, and flexibility in deployment.

A simple interface with lots of image data is a recipe for success. That is why FaceSearch’s intuitive interface is enabled by over 16 million pre-populated face images from Vigilant via registered sex offender databases, CrimeStopper and other 3rd party websites that publish open source arrest information. Furthermore, the ease of uploading local data and/or integrating to another system makes FaceSearch a useful tool for any agency.

FaceSearch is secure and in the cloud. By leveraging Vigilant’s expertise in large-scale Data Management for law enforcement, FaceSearch eliminates the need to invest in and maintain server hardware, and minimizes the involvement of IT staff.
TAB 9 – Required Documents
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: Vigilant Solutions, LLC
Print Name: Bill Quinlan
Address: 1152 Stealth Street
City, State, Zip: Livermore, CA 94551
Authorized signature: [Signature]
Date: 8-15-2017
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 8-15-2017

**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** Vigilant Solutions, LLC

**Address** 1152 Stealth Street

**City/State/Zip** Livermore, CA 94551

**Telephone No.** 925-398-2079

**Fax No.** 925-398-2113

**Email address** bill.quinlan@vigilantsolutions.com

**Printed name** Bill Quinlan

**Position with company** Vice President Sales Operations

**Authorized signature**
FEMA Standard Terms and Conditions Addendum for Contracts and
Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency
Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations
applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or
other remedies permitted by law to enforce Contractor's compliance with the terms of this Master
Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or
convenience in accordance with the procedures set forth in the Master Agreement and those
provided by 44 CFR 13.44.

3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal
laws:
      Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as
      supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
   b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29
      CFR Part 3);
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29
      CFR Part 5);
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-
      30) as supplemented by DOL regulations (29 CFR Part 5);
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act
      (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency
      regulations (40 CFR part 15); and
   f. Mandatory standards and policies relating to energy efficiency which are contained in the
      state energy conservation play issued in compliance with the Energy Policy and

4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations
pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
   a. All rights to inventions and/or discoveries that arise or are developed, in the course of or
      under this Agreement, shall belong to the participating agency and be disposed of in
      accordance with the participating agencies policy. The participating agency, at its own
      discretion, may file for patents in connection with all rights to any such inventions and/or
      discoveries.

6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
   a. If this Agreement results in any copyrightable material or inventions, in accordance with 44
      CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce,
      publish or otherwise use, for Federal Government purposes:
      1) The copyright in any work developed under a grant or contract; and

2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS


2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.


d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
4) **Sanctions of Non-Compliance.** In the event of Contractor’s non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

**DISADVANTAGED BUSINESS PARTICIPATION**

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

1) **Non-Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor’s receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor’s work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Vigilant Solutions, LLC
Street: 1152 Stealth Street
City, State, Zip Code: Livermore, CA 94551

Complete as appropriate:
I __________, certify that I am the sole owner of __________, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.
OR:
I __________, a partner in __________, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.
OR:
I __________, an authorized representative of Vigilant Solutions, LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Complete: If there are no partners or stockholders owning 10% or more interest, indicate none.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shawn Smith</td>
<td>1152 Stealth Street, Livermore, CA 94551</td>
<td>10%</td>
</tr>
<tr>
<td>Todd Hodnett</td>
<td>4150 International Plaza, Suite 800, Ft Worth, TX 76109</td>
<td>10%</td>
</tr>
<tr>
<td>Tran Ba Hoang</td>
<td>196 Nguyen Van Hung Street Ward Thao Dien District 2, Ho Chi Minh, VN</td>
<td>10%</td>
</tr>
<tr>
<td>Morgan Stanley</td>
<td>Expansion Capital 1585 Broadway, New York, NY 10036</td>
<td>10%</td>
</tr>
<tr>
<td>Stanley Westreich</td>
<td>16603 Avanida Molino Viejo, Rancho Santa Fe, CA 92067</td>
<td>10%</td>
</tr>
</tbody>
</table>

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date: 8/15/2017
Authorized Signature and Title:
NON-COLLUSION AFFIDAVIT

Company Name:
Street:
City, State, Zip Code:

State of New Jersey

County of __________________

I, Bill Quinlan of the City of Chicago
Name City

in the County of Cook, State of Illinois of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President Sales Operations of the firm of Vigilant Solutions, LLC
Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Vigilant Solutions, LLC

Company Name

Subscribed and sworn before me

this _____ day of __________, 20__

Notary Public of New Jersey
My commission expires ___________________, 20__

SEAL

SEE ATTACHED CALIFORNIA JURAT WITH AFFIANT STATEMENT FOR NOTARY
CALIFORNIA JURAT WITH AFFIANT STATEMENT

STATE OF CALIFORNIA

COUNTY OF

SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME ON THIS _ _ DAY OF __________, 2017,

BY __________

(Name)

AND (2) __________

(Name)

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHO APPEARED BEFORE ME.

SIGNATURE

Signature of Notary Public

VIMAL R SOLANKI

COMMISSION # 2119115

NOTARY PUBLIC - CALIFORNIA

ALAMEDA COUNTY

MAY COMM. EXPIRES AUG 8, 2019

OPTIONAL

THOUGH THIS SECTION IS OPTIONAL, COMPLETING THIS INFORMATION CAN DETER ALTERATION OF THE DOCUMENT OR FRAUDULENT ATTACHMENT OF THIS FORM TO AN UNINTENDED DOCUMENT.

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT: NON-COLLUSION AFFIDAVIT

DOCUMENT DATE: 8/16/2017

NUMBER OF PAGES: 1

SIGNER(S) OTHER THAN NAMED ABOVE: 

©2014 NATIONAL NOTARY ASSOCIATION • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5910
AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Vigilant Solutions, LLC
Street: 1152 Stealth Street
City, State, Zip Code: Livermore, CA 94551

Proposal Certification:
Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:
Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval N/A
   OR
2. A photo copy of their Certificate of Employee Information Report N/A
   OR
3. A complete Affirmative Action Employee Information Report (AA302) N/A

Public Work – Over $50,000 Total Project Cost:
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education X
B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

8-15-2017
Date

Authorized Signature and Title
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

<table>
<thead>
<tr>
<th>Part I – Vendor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>State:</td>
</tr>
<tr>
<td>Zip:</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Bill Quinlan
Vice President Sales Operations

<table>
<thead>
<tr>
<th>Part II – Contribution Disclosure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.</td>
</tr>
<tr>
<td>Check here if disclosure is provided in electronic form.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Check here if the information is continued on subsequent page(s)