



State of Oklahoma
Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH GATSO USA, INC.
RESULTING FROM SOLICITATION NO. 2200000008**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to GATSO USA, Inc. (“GATSO”) in connection with Solicitation No. 2200000008 (“Solicitation”) and is effective November 9, 2017.

Recitals

Whereas, the State issued a Solicitation for a supplier to implement the hardware, software, and any other actions needed to create a functional license plate reading system that collects and identifies Oklahoma license plates and compares that data to data in the Oklahoma Compulsory Insurance Verification System (“OCIVS”) database to flag vehicles actively driving on Oklahoma roads without valid insurance, as more particularly described in the Solicitation;

Whereas, GATSO submitted a proposal which contained exceptions to the Solicitation terms; and

Whereas, the State and GATSO have negotiated the final terms under which GATSO will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Addendum Purpose.

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to GATSO simultaneously with execution of this Addendum. The parties agree that GATSO has not yet begun performance of work contemplated by the Solicitation.

2. Negotiated Documents of the Contract.


2.1. The parties have negotiated certain terms of the Contract as follows:


- i. certain exceptions to the Solicitation as contained in Attachment A to this Addendum titled GATSO Exceptions to Solicitation; and
- ii. revisions to Customer Agreement as contained in Attachment B to this Addendum.

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions. For avoidance of doubt, the document titled "Customer Agreement" and "Exceptions to Solicitation" submitted with GATSO's response is superseded in its entirety by this Addendum.

**State of Oklahoma by and through the
District Attorneys Council.**

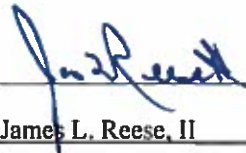
Gatso USA, Inc.

By: 
Name: Trent Baggett
Title: Executive Coordinator
Date: 11-6-17

By: 
Name: Andrew Noble
Title: President
Date: 10-26-17

In compliance with the duties of the Office of Management and Enterprise Services, Information Services Division ("OMES ISD"), set forth in 62 O.S. §§ 34.11.1 and 34.12 and in the Information Technology Consolidation and Coordination Act set forth at 62 O.S. § 35.1 et seq., OMES ISD is additionally executing this Addendum to memorialize its involvement and oversight in the negotiation of and its approval with the terms of this Addendum.

Office of Management and Enterprise Services, Information Services Division

By: 
Name: James L. Reese, II
Title: Chief Information Officer
Date: 11-2-17

Attachment A
GATSO Exceptions to Solicitation

Term & Section	Language
Definitions, "Interlocal Entity" (Section A.1.10, pg. 4)	Modified to state: "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
Legal Contract (Section A.5.2, pg. 5)	Modified to state: The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Addendum, the Solicitation, other contract award documents, including but not limited to the negotiated Customer Agreement as contained in attachment B to this Addendum, Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements, and the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.
Contract Modification (Section A.12.1, pg. 6)	Modified to state: The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State and the Supplier.
Delivery, Inspection and Acceptance (Section A.13.2, pg. 6)	Second sentence is modified to state: "If the Supplier makes upgrades to the software or related performance capabilities of the System generally available to its customers, Supplier will provide such upgrades without charge to the State."
Audits and Records Clause (Section A.15.2, pg. 6-7)	Modified to state: Except as otherwise provided under Oklahoma law, including but not limited to 47 Okla. Stat. § 7-606.2, and/or the Customer Agreement, the Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract except as otherwise . If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
Non-Appropriation Clause (Section A.32, pg. 7)	Modified to state: "This provision only applies to the extent the terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier. Supplier shall provide a final invoice as of the effective data of termination for all services provided up until such date, and the State shall pay such final invoice within forty-five (45) days from the date of such invoice. For avoidance of doubt, this non-appropriation clause is not applicable to the Compensation structure set forth in Section 2 of the Customer Agreement as contained in Attachment B to this Addendum."
Choice of Law and Venue (Section A.17.1, pg. 7)	Modified to state: Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier, without regard to application of choice of law principles.

<p>Termination for Cause (Section A.18.1, pg. 7)</p>	<p>State or Supplier may terminate the Contract for cause if: (1) the other party has breached its obligations under the Contract; (2) applicable state or federal law is amended to prohibit or substantially restrict the operation of license plate reading systems, including the System being provided by Supplier; or (3) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable state or federal law or cannot otherwise be used to enforce notices of violation or citations issued hereunder. The terminating party must provide thirty (30) days advance notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of the Contract, the notice must provide the other party with an opportunity to cure the breach within thirty (30) days after receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (2) or (3) above, Supplier may suspend the System and all associated services immediately upon the effective date of such amendment or ruling, as applicable.</p>
<p>Termination for Cause (Section A.18.2, pg. 7)</p>	<p>Second sentence of section deleted in its entirety.</p>
<p>Termination for Cause (Section A.18.3, pg. 7)</p>	<p>Modified to state: If this Contract is terminated, Supplier shall provide a final invoice as of the effective date of termination for all services provided up until such date, and the State shall pay such final invoice within forty five (45) days from the date of such invoice. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.</p>
<p>Termination for Convenience (Section A.19.2, pg. 7)</p>	<p>Modified to state: If this Contract is terminated, Supplier shall provide a final invoice as of the effective date of termination for all services provided up until such date, and the State shall pay such final invoice within forty five (45) days from the date of such invoice. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.</p>
<p>Employment Relationship (Section A.21, pg. 8)</p>	<p>Modified to state: This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity, as applicable, and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.</p>
<p>Background Checks and Verifications (Section A.27, pg. 9)</p>	<p>Modified to state: At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld from said state, State Entity or Interlocal Entity prior to completion of background verification acceptable to the State, State Entity or Interlocal Entity.</p>
<p>Patents and Copyrights (Section A.31.3, pg. 10)</p>	<p>Modified to state: If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, Supplier shall have the right to terminate this Contract effective immediately.</p>

<p>Assignment (Section A.32, pg. 10)</p>	<p>Modified to state: Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion, provided that, notwithstanding the foregoing, the Supplier may assign the Contract to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Contract. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State upon written notice and approval by Supplier.</p>
<p>Conflicts of Interest (Section A.36.2, pg. 10)</p>	<p>Modified to state: In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not knowingly plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.</p>
<p>Emerging Technologies (Section A.44, pg. 11)</p>	<p>Modified to state: The State of Oklahoma reserves the right to modify the terms of this Contract at any time to allow for technologies not identified in this Contract. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue an Amendment to this Contract.</p>
<p>Ownership Rights (Section A.45, pg. 11-12)</p>	<p>Section deleted in its entirety.</p>
<p>Source Code Escrow (Section A.46, pg. 12)</p>	<p>Section deleted in its entirety.</p>
<p>Right to Renegotiate (Section A.47, pg. 12)</p>	<p>Modified to state: Prior to exercising the State's right to cancel this Contract for Cause pursuant to Section A.18 of this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.</p>
<p>Contract Term, Renewal and Extension Option (Section B.1.6, pg. 14)</p>	<p>Modified to state: In the alternative, the State CIO reserves the right to extend any Contract awarded by mutual consent if it is determined to be in the best interest of the State.</p>
<p>Warrants (Section B.3, pg. 14)</p>	<p>Modified to add the following to the end of the Section: Following the initial installation of one or more cameras at initial locations and activation of such cameras, Supplier shall operate the server components of the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, including System maintenance and repairs and force majeure events. For non-routine repairs, Supplier will use commercially reasonable efforts to notify the State and initiate any required repairs to the System within seventy-two (72) hours after identification of any damage or a defect.</p>

<p>Authorized Users (Section B.4, pg. 14)</p>	<p>During the term of this contract, any State Entity, or Interlocal Entity, as defined herein, may utilize this contract upon prior written notice to and approval by the State and Supplier; provided that such State Entity or Interlocal Entity agrees in writing to be bound to the same terms and conditions as contained in this Contract and the other Contract Documents. Under this contract, the State of Oklahoma bears no liability for the State or Interlocal Entities actions and the privies of contract exist solely between the Supplier and the State or Interlocal Entity.</p>
<p>Commercial Off-The-Shelf (Cots) Software (Section B.6, pg. 15)</p>	<p>Section deleted in its entirety.</p>

Attachment B
CUSTOMER AGREEMENT

CUSTOMER AGREEMENT

This Customer Agreement (“Agreement”) is a Contract Document in connection with the Contract issued as a result of Solicitation No. 2200000008 (the “Solicitation”) entered into between GATSO USA, Inc. (“Supplier”) and State of Oklahoma by and through the District Attorneys Council, with a principal address at 421 N.W. 13th St., Ste. 290, Oklahoma City, OK 73103 (the “State”), with oversight and approval by the State of Oklahoma by and through the Office of Management and Enterprise Services, with a principal address at 3115 N. Lincoln Blvd., Oklahoma City, OK 73105 (“OMES”), the terms of which are incorporated herein.

WHEREAS, the State wishes to retain the technology and business services of Supplier to provide an automatic license plate reader system that identifies vehicles registered in Oklahoma that are actively driving on Oklahoma roads without valid insurance, as further defined in Section 3.2 of this Agreement (the “Services”), as part of the State’s Uninsured Vehicle Enforcement Program under 47 Okla. Stat. § 7-606.1 et. seq., as may be amended from time to time (the “Act”); and

WHEREAS, Supplier agrees to provide the Services, including use of hardware and access to software functionality to provide and implement an automated Uninsured Vehicle Enforcement Program (“System”), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The “Initial Term” of this Agreement shall commence on the Effective Date set forth in the Addendum to the Solicitation and continue for a period of (1) year. Upon expiration of the Initial Term, the Supplier and the State may agree in writing to renew the Agreement for up to five (5) subsequent one (1) year terms (each a “Renewal Term”) and after the fifth Renewal Term, the Supplier and the State may agree in writing to renew the Agreement for two (2) 180 day extensions (each a “Final Renewal Term Extension” and, collectively with the Initial Term and the Renewal Terms, the “Term”).
- 1.2. Termination By Agreement. This Agreement may be terminated at any time by the mutual written agreement of Supplier and the State.
- 1.3. Termination For Cause. Either party may terminate this Agreement for cause if: (a) the other party has breached its obligations under this Agreement; (b) applicable law is amended to prohibit or substantially restrict the operation of automatic license plate reader systems, including the System being provided by Supplier; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce notices of violation issued hereunder. The terminating party must provide thirty (30) days advance written notice to the other party of its intent to terminate pursuant to this Section 1.3, which notice must include the reasons for the termination. In the case of a breach of this Agreement, the notice must provide the other party with an opportunity to cure the breach within thirty (30) days after receipt of the notice. No termination fee shall be required with respect to termination for cause under this paragraph. Notwithstanding the foregoing, in the event of termination based upon (b) or (c) above, Supplier or the State may suspend the System and all associated Services immediately upon the effective date of such amendment or ruling, as applicable.

- 1.4. Termination By State For Convenience. Termination for convenience is not permitted at any time within the Initial Term or the first Renewal Term. There is no termination fee if the State terminates at the end of the first Renewal Term or during any subsequent Renewal Term or Final Renewal Term Extension.
- 1.5. Cessation of Activities Except Pending Violations. On the termination date or expiration of this Agreement (“Effective Date of Termination”), the image capture activities provided by Supplier under this Agreement shall cease immediately. Nevertheless, unless otherwise prohibited by law, all ALPR data in process or captured prior to the Effective Date of Termination, will continue until final disposition is reached on such violations, and Supplier will continue to provide Services related to the process leading to such judgment, if any.
- 1.6. Removal Of Hardware, Equipment; Restoration. Upon the termination of this Agreement, Supplier shall promptly retrieve all System components, as set forth in Section 3.2 and described in Exhibit A, which retrieval shall be completed no later than forty-five (45) days after the Effective Date of Termination. The State shall not charge any storage fees for any Mobile or Fixed ALPR unit during this forty-five (45) day period.

2. COMPENSATION

- 2.1. Amount. The Supplier shall be entitled to the following fees for the System and related Services as set forth below:
 - 2.1.1. A “Violation Fee” of \$80.00 per paid violation pursuant to Notices of Violation issued pursuant to this Agreement for a period of two years commencing from the date Supplier is authorized to activate cameras for enforcement purposes (the “System Activation Date”).
 - 2.1.2. A “Violation Fee” of \$74.00 per paid violation pursuant to Notices of Violation issued pursuant to this Agreement for years three, four, and five following the System Activation Date.
 - 2.1.3. A “Violation Fee” of \$68.00 per paid violation pursuant to Notices of Violation issued pursuant to this Agreement for the sixth year onward following the System Activation Date.
- 2.2. Fee Payment.
 - 2.2.1. Itemized Invoice to State. Funds held in the Master Account as described in Section 3.15 shall be scheduled to be transferred to the State’s bank account on or around the 1st and 15th of each month. Supplier shall provide an itemized invoice to the State prior to each funds transfer from the Master Account to the State, as described in Section 3.15. For each funds transfer, after the State has approved the itemized invoice in writing, Supplier shall: (a) deduct from these amounts the applicable Violation Fees as described in Section 2.1 and any Credit Card Convenience fees as described in Section 3.14, and transfer such amounts from the Master Account, as defined in Section 3.15 to a Supplier account; and (b) transfer the balance from the Master Account to the State’s bank account as contemplated by Section 3.15.

- 2.2.2. Fees are Sole Compensation. The fees required pursuant to this Section 2 shall be Supplier's sole compensation for the Services described herein. Except as explicitly set forth herein, all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the System and all related hardware and equipment shall remain the responsibility of Supplier.

3. SCOPE OF WORK

- 3.1. Supplier Project Manager. Supplier will designate one Supplier employee as the State's principal contact at Supplier ("Supplier Project Manager").
- 3.2. The System. The System provided by Supplier to the State shall consist of automatic license plate readers mounted on a vehicle or trailer (each a "Mobile ALPR unit") and fixed location automatic license plate readers installed at locations mutually agreed by Supplier and the State based on community safety and traffic needs (each a "Fixed ALPR unit"), and all technology required for ALPR data processing described herein.
- 3.3. Initial Rollout and Operational Plan. Supplier will submit a written plan for start-up and implementation of the program as well as a projected plan of operation (the "Rollout and Operational Plan") of the program during the term(s) of this Agreement, including equipment and services to be provided by Supplier, for the approval of the DAC prior to the System Activation Date.
- 3.3.1. The purpose of the Rollout and Operational Plan is to provide a guideline for initial implementation of the program as well as operational objectives to be achieved during the term of this Agreement. The Rollout and Operational Plan shall set forth what the State and Supplier agree will be the best method and means of obtaining and satisfying the goal of reducing the number of uninsured vehicles operated on the roadways of Oklahoma. As such, the plan will be subject to periodic review and modification(s) as may be agreed upon by the Supplier and State which are reasonable and necessary to meet the established goals of the program.
- 3.3.2. The rollout phase of the program described in the Rollout and Operational Plan shall include the responsibilities and actions for which Supplier and the State will each be required to conduct or provide as a part of the initial public information and awareness campaign and subsequent public awareness initiatives during the term of this Agreement or any extended term hereof.
- 3.3.3. Supplier will initiate the rollout phase of the program by conducting surveys in traffic locations with high traffic volumes in the state by means of mobile cameras. The primary purpose of the surveys will be to determine the areas of greatest need to address and correct violations of Oklahoma's compulsory vehicle law. Based upon initial survey data obtained by Supplier, Supplier will install and commence operation of fixed cameras.
- 3.3.4. The operational phase of the program described in the Rollout and Operational Plan shall include Supplier's commercially reasonable projection of how the program, including the use and numbers of fixed and mobile cameras, will be developed and deployed from initiation through operation of the program during the Term.
- 3.3.5. The Rollout and Operational plan shall establish agreed goals and objectives for reduction of the number of uninsured vehicles being operated on the public roadways in Oklahoma. The State and Supplier shall conduct quarterly reviews of the progress and performance of

the program, and at such time shall make agreed adjustments in the Rollout and Operational Plan as the State may deem necessary to achieve the objectives of the program, including but not limited to the expansion or limitation of the types, numbers, and extent of usage of cameras in operation.

- 3.3.6. All modifications and adjustments in the Rollout and Operational Plan shall be reduced to writing and approved by an authorized representative of Supplier and the Oklahoma District Attorney's Council by and through the Executive Coordinator prior to becoming effective.
- 3.4. Location of Fixed ALPR Units. Fixed ALPR units will be installed by Supplier on existing poles to which the parties can obtain access and/or permission at the selected enforcement locations. If requested by Supplier, State will express its desire to the appropriate municipality or owner to allow the Supplier to utilize existing street light poles or other suitable infrastructure for camera installation. In the event that there is no feasible pole located at an identified enforcement location, Supplier will install a pole at such location subject to the additional terms and conditions set forth in Exhibit B. Mobile ALPR units will be deployed at locations within the right of way or a permitted site within a right of way under the jurisdiction of the State.
- 3.5. Initial Locations; Relocation; Training. Fixed ALPR units will initially be installed at the locations identified by the Supplier and agreed in writing by the State. The State will not request that a Fixed ALPR unit be moved unless the unit has been installed in a single location for a minimum of three (3) months. Supplier will move a Fixed ALPR unit to a pole at a new enforcement location approved by the State in the manner described in Section 3.4.
- 3.6. Operation of Mobile ALPR Units. Supplier or its subcontractors will locate Mobile ALPR units at locations and on a schedule set forth in the Rollout and Operational Plan. Supplier or its subcontractors will download all violations detected by Mobile ALPR units in a timely manner.
- 3.7. 24-Hour Operation. Supplier shall operate the server components of the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, including System maintenance and repairs as set forth in Section 3.8, and Force Majeure as set forth in Section 6.5.
- 3.8. System Maintenance; Repairs. Supplier shall maintain the System and shall promptly repair or replace any damaged or defective equipment at its own expense. Supplier shall perform preventative maintenance and cleaning of System components on a regularly scheduled basis. Supplier will use commercially reasonable efforts to notify the State and initiate repairs to the System within seventy-two (72) hours after identification of any damage or defect.
- 3.9. System Upgrades. In the event Supplier makes upgrades to the software or related performance capabilities of the System generally available to its customers, Supplier will provide such upgrades without charge to the State.
- 3.10. State Personnel Training. Supplier will provide System training, including training documentation, to State personnel designated by the State, as may be necessary for the State to perform all functions related to operations of the System.
- 3.11. Images and Data; Notice Package. Supplier will upload encrypted ALPR images and embedded data to a Supplier server in a timely manner. Supplier shall correlate images and data with OCIVS records, and shall assemble the images and data into an electronic notice package (a "Notice Package") in such a manner so as to allow the State to carry out those responsibilities set forth in Section 4.3 of this Agreement.
- 3.12. Processing Of Notice Package. Supplier shall process Notice Packages through a system that utilizes commercially reasonable security protocols and that shall be accessible by State's

personnel through the internet to review, and approve or reject, each such package before a notice of violation is issued related to that ALPR data. Supplier shall notify the State of the list of standard, generally available web browsers that are supported by Supplier for accessing this system. Supplier will use commercially reasonable efforts to process images and send a Notice Package to the State for review promptly and shall provide reasonable aid and assistance in the prosecution of notices of violation issued pursuant to this Agreement.

- 3.13. Notices of Violation. Supplier shall issue a notice of violation to the vehicle owner for failure to maintain required insurance by mail. The content of the notice, including enclosures of images, pertinent data, and deferred prosecution agreement shall be in a form approved by the State. The System shall allow the registered owner or owners of a cited vehicle to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code issued as part of the notice of violation. Additionally, Supplier will maintain a toll-free telephone number for registered owners to discuss notices of violation and make payments, within the hours of 8:00 a.m. to 5:00 p.m. (CT) Monday through Friday, not including local and U.S. official holidays. If the registered owner has not responded to the notice of violation within thirty (30) days of mailing the notice of violation, Supplier shall send a second notice of violation to the vehicle owner. The second notice of violation will be in a form and content approved by the State. The State may direct the modification or amendment of the form and content of the notices at any time, and Supplier will promptly implement the same.
- 3.14. Payment Methods. Supplier shall provide the registered owner or owners of a cited vehicle the following payment methods: “pay by web,” “pay by telephone,” and “pay by mail” for the payment of notices of violation issued through the System. Supplier may pass through to violators any reasonable credit card convenience fees imposed upon Supplier by its suppliers for penalties paid by credit card (“Credit Card Convenience Fee”). Any registered owner that does not wish to pay the Credit Card Convenience Fee may remit payment to Supplier by mail in the form of a money order or check. The State shall have no obligation for the payment of any Credit Card Convenience Fees. The “pay by mail” address on each notice of violation shall be an address located in the State of Oklahoma.
- 3.15. Collection of Violation Fees. Supplier is authorized to collect and will collect only those fees provided by law pursuant to section 7-606.2(F) of the Act from those who voluntarily pay in response to notices issued by Supplier, and shall place such fees in a separate account with a banking institution approved by the State (“Master Account”). The account shall be established in a manner which permits: (a) funds to be transferred to a State-designated bank account by Supplier; and (b) and for the State to have viewing rights to the Master Account.
- 3.16. Further Action by State. If a registered owner disputes ownership of the vehicle at the time of detection by the System and a different owner is identified by the recipient of the notice of violation, then Supplier will reissue the notice of violation to that different vehicle owner within ten (10) days after such identification
- 3.17. Storage Of Notice Packages. Supplier will store all captured ALPR data and images pursuant to the policy established by the State and communicated to Supplier prior to the Effective Date. Such policy shall be clear that ALPR data and images will be stored in accordance with Oklahoma law and will not be retained if they are not violations. The State shall have reasonable access to the Notice Packages during the storage period.
- 3.18. Reports. The System shall include reporting capability which shall permit the State to obtain statistics relating to the functioning of the System, as required by section 7-606.1(I) of the Act.
- 3.19. Contract Audit. Supplier shall keep accurate and complete records and accounts, together with such supporting underlying documents and materials, pertaining to its performance under this

Agreement. Upon ten (10) days' prior written notice, Supplier shall allow the State to audit conformance to the Agreement terms at Supplier's premises, including the right to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of Supplier, including, but not limited to those kept by Supplier, its employees, agents, assigns, successors, and subcontractors, subject to confidentiality terms reasonably acceptable to Supplier. The State may perform this audit or contract on its own or with a third party that is approved by Supplier and at the State's expense. If the audit identifies underpayment to the State or overpricing or overcharges (of any nature) by Supplier to the State in excess of one-half of one percent (.5%) of the total Violation Fees, the Supplier shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the State may recoup the costs of the audit work from Supplier. Any adjustments and/or payments that must be made as a result of any such audit or inspection of Supplier's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Supplier.

3.20. **Public Awareness.** Supplier shall assist and support the State's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Prior to implementation of the program, Supplier shall provide the State with a pamphlet that the State may reproduce and distribute to State residents; such pamphlet shall include a description of the operation of the System in non-technical terms, and shall be updated at reasonable intervals as may be warranted.

3.21. **Insurance.** Supplier shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.21.

3.21.1. Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation:	statutory
Employer's Liability:	statutory

This insurance shall provide that coverage applies to the State of Oklahoma.

3.21.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.21.3. Comprehensive General Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.21.4. Umbrella Liability with limits not less than \$2,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in 3.21.1 through 3.21.3 above.

3.21.5. Supplier shall list the State as an additional insured under all of the policies described in this Section 3.21 and shall file with the State certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.21 prior to commencing work on the System.

4. STATE RESPONSIBILITIES

- 4.1. State Project Manager. The State will designate one State employee as Supplier's principal contact at the State ("State Project Manager").
- 4.2. Cooperation. The State will cooperate with Supplier during all aspects of the planning, installation, implementation, and operation of the System and perform any other State obligations set forth in this Agreement.
- 4.3. Review Of Notice Packages. The State, acting through the District Attorney's Council, will provide and designate appropriate and sufficient officials and staffing that may be necessary to review Notice Packages where non-compliance with mandatory vehicle insurance requirements is indicated. If a Notice Package satisfactorily indicates noncompliance, the State will: (a) authorize and direct Supplier to proceed with issuing the first notice of violation to the owner of the vehicle; or (b) refer the Notice Package to the appropriate jurisdiction for purposes of prosecution of the violation. If the State determines that the Notice Package does not meet the criteria set forth in the mandatory vehicle insurance requirements or otherwise does not support further enforcement action, the State will notify Supplier through the Supplier system, and no further enforcement action will be taken thereon. The State is solely responsible for determining if a notice of violation will be issued by Supplier to the owner of a vehicle
- 4.4. Access to Information Services. The State will provide Supplier with access to the online verification system for motor vehicle liability policies to permit Supplier solely to perform the Services described herein.

5. CONFIDENTIALITY, DATA SECURITY AND BREACH NOTIFICATION

5.1. Definitions

- 5.1.1. "Affiliate" means, with respect to any Supplier, any entity that controls, is controlled by or is under common control with Supplier. The term "control" means possession directly or indirectly of the power to direct or cause the direction of the management and policies of Supplier, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise; provided, however, that beneficial ownership of more than fifty percent (50%) of the voting equity interests of an entity shall be deemed to be control.
- 5.1.2. "Authorized Persons" means the Supplier's employees, contractors, subcontractors or other agents who need to access State Data to enable Supplier to perform the services required under this Agreement.
- 5.1.3. "Data Breach" means the unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of State Data.
- 5.1.4. "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
- 5.1.5. "Personal Data" means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport,

license plate information); or financial account information, including account number, credit or debit card numbers.

- 5.1.6. "State Data" means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, Supplier's hardware or exists in any system owned, maintained or otherwise controlled by the State or by Supplier.
- 5.1.7. "State Identified Contact" means the person or persons designated in writing by the State to receive security incident or breach notification.
- 5.1.8. "Security Incident" means the potentially unauthorized access by non-Authorized Persons to Personal Data or Non-Public Data Supplier believes could reasonably result in the use, disclosure or theft of Personal Data or Non-Public data within the possession or control of Supplier. A security incident may or may not turn into a data breach.
- 5.2. Data Ownership. State will own all right, title and interest in its data that is related to the services provided by this Agreement. Supplier shall not access State user accounts or State Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Agreement or (4) at the State's written request. Notwithstanding the foregoing, the State grants to Supplier and its Affiliates a non-exclusive, non-transferable, non-assignable, non-sublicensable, world-wide license to use de-identified State Data generate by the System for statistical purposes and to enhance and extend the functionality of the System and Services.
- 5.3. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of Supplier to ensure there is no inappropriate or unauthorized use of State Data at any time. To this end, Supplier shall safeguard the confidentiality, integrity and availability of State Data and comply with the following conditions:
- 5.3.1. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Supplier applies to its own Personal Data and Non-Public Data of similar kind.
- 5.3.2. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, Supplier is responsible for encryption of the personal data.
- 5.3.3. Unless otherwise stipulated, Supplier shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to Supplier. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Agreement
- 5.3.4. Except as specifically set forth in Section 5.2, at no time shall any State Data be copied, disclosed or retained by Supplier or any party related to Supplier for subsequent use in any transaction that does not include the State. Notwithstanding the foregoing, the State acknowledges and agrees that any materials delivered to the State by Supplier, including but not limited to training materials, public awareness materials, Notice of Violation templates,

web site templates and user interfaces, are owned by Supplier and provided to the State as a component of the Services, not as a work for hire.

5.3.5. Except as specifically set forth in Section 5.2, Supplier shall not use any information collected in connection with the service issued from this Agreement for any purpose other than fulfilling the service.

5.4. Data Location. Supplier shall provide the Services to the State and its end users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. The State acknowledges and agrees that State Data may be accessed and used by State approved Supplier Affiliates outside of the U.S. in support of the Services. Supplier shall not allow its personnel or contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at Supplier's and its Affiliates' business locations. Supplier shall permit its personnel and contractors to access State Data remotely only as required to provide technical support.

5.5. Security Incident or Data Breach Notification. Supplier shall inform the State of any security incident or data breach.

5.5.1. Incident Response. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Supplier communication and mitigation processes as mutually agreed upon, defined by law or contained in the Agreement.

5.5.2. Security Incident Reporting Requirements. Supplier shall report a Security Incident to the State, OMES and any appropriate State Identified Contact promptly.

5.5.3. Breach Reporting Requirements. If Supplier has actual knowledge of a confirmed Data Breach that affects the security of any content that is subject to applicable data breach notification law, Supplier shall (1) promptly notify the State, OMES and any State Identified Contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

5.6. Breach Responsibilities. This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of Supplier.

5.6.1. Supplier shall promptly notify the State, OMES and any appropriate State Identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. Supplier shall (1) cooperate with the State and OMES as reasonably requested by the State and/or OMES to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

5.6.2. If a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data or otherwise take commercially reasonable measures to prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach;

(2) any notifications to individuals, regulators or others, each to the extent required by state law; (3) any credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals, to the extent required by state law; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause. Supplier's obligations pursuant to this Section 5.6.2 shall not exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach.

- 5.7. Notification of Legal Requests. Supplier shall contact the State upon receipt of any electronic discovery, litigation holds, or other discovery requests related to the State Data under the Agreement, or which in any way might reasonably require access to the State Data. Supplier shall not respond to subpoenas, service of process and other legal requests related to the State Data without first notifying the State, unless prohibited by law from providing such notice.
- 5.8. Security. Supplier shall disclose its non-proprietary security processes and any known technical limitations to the State such that adequate protection and flexibility can be attained between the State and Supplier. The State requires any entity hosting State Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Agreement was executed. Failure to maintain the State's minimum security standards during the Term, constitutes a material breach.

6. GENERAL PROVISIONS

6.1. Supplier Indemnification Obligations.

Supplier shall indemnify, defend, and hold harmless the State and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under or in concert with them (the "State Indemnitees") from and against any and all third party claims arising out of or related to:

- a. any material breach of the representations and warranties of Supplier set forth in Section 6.4.1;
- b. negligence or misconduct of Supplier or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any State Indemnitee; or
- c. a claim that the System infringes the copyright or U.S. patent of a third party. In the event such a claim is made or appears likely to be made, Supplier will either: (a) enable the State to continue to use the System, (b) modify the System to render it non-infringing; or (c) replace the System with a replacement System at least functionally equivalent. If Supplier determines that none of these alternatives is reasonably available, Supplier shall have the right to terminate this Agreement effective immediately.

- 6.2. In the event of any third party claim, action, or demand for which a party seeks indemnification from the other pursuant to this Section 6 (each a "Claim"), the Indemnified Party must give the

Indemnifying Party timely written notice of such Claim after the Indemnified Party first becomes aware of it. The Indemnifying Party will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Indemnified Party, which approval may not be unreasonably withheld, conditioned, or delayed). THE DEFENSE SHALL BE COORDINATED BY SUPPLIER WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN OKLAHOMA STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUPPLIER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL, WHICH CONCURRENCE MAY NOT BE UNREASONABLY WITHHELD, CONDITIONED, OR DELAYED.

- 6.3. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 6.1 AND THE CONFIDENTIALITY, DATA SECURITY AND BREACH NOTIFICATION OBLIGATIONS SET FORTH IN SECTION 5: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE FEES PAID OR PAYABLE BY THE STATE TO SUPPLIER OR FEES TO WHICH SUPPLIER IS ENTITLED PURSUANT TO SECTION 2.1 DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

WITH RESPECT TO THE CONFIDENTIALITY, DATA SECURITY AND BREACH NOTIFICATION OBLIGATIONS SET FORTH IN SECTION 5, (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DAMAGES UNDER THIS SECTION SHALL BE LIMITED TO \$5,000,000.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE FOREGOING PROVISIONS OF THIS SECTION SHALL NOT APPLY TO OR LIMIT DAMAGES, EXPENSES, COSTS, ACTIONS, CLAIMS, AND LIABILITIES ARISING FROM OR RELATED TO DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, BODILY INJURY OR DEATH CAUSED BY SUPPLIER; THE BAD FAITH, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF EITHER PARTY OR ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS; OR OTHER ACTS FOR WHICH APPLICABLE LAW DOES NOT ALLOW EXEMPTION FROM LIABILITY.

6.4. Representations and Warranties.

6.4.1. Supplier represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement;
- b. the System is provided and will continue to perform in accordance with this Agreement;

- c. the Services described herein will be performed in a workmanlike and professional manner with due care and skill;
- d. it will perform the Services described herein in compliance with all applicable laws; and
- e. it will perform the Services described herein in good faith.

6.4.2. The State represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement and that it has complied with any and all applicable procurement requirements in connection therewith; and
- b. it will utilize the System in compliance with all applicable laws.

6.4.3. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 6.5:

- a. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- b. SUPPLIER MAKES NO WARRANTY THAT THE SERVICES AND/OR SYSTEM WILL MEET THE STATE'S REQUIREMENTS, OR THAT THE SERVICES AND/OR SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SUPPLIER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR SYSTEM.

6.5. Force Majeure. Either party shall be temporarily excused from performance to the extent delayed as a result of a Force Majeure Event. "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (ii) are beyond the control of the party obligated to perform, and (iii) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform and/or the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event.. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable efforts to continue performance to the extent possible during such

event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default.

- 6.6. Relationship between Supplier and State. Supplier is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.
- 6.7. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Supplier may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, the Services, including but not limited to maintaining a local office, maintenance and repair of Systems, processing, printing and mailing notices of violation, customer service and public education, may be provided under this Agreement by Supplier, Supplier Affiliates, or third party subcontractors under contract to Supplier. For the purposes of the Agreement, "Affiliate" means, with respect to Supplier, any entity that, directly or indirectly, is controlled by, controls or is under common control with Supplier. For purposes of the Agreement, "control" means, with respect to any entity, the direct or indirect ownership of more than fifty percent (50%) of the voting or income interest in such person or the possession otherwise, directly or indirectly, of the power to direct the management or policies of such entity.
- 6.8. Escalation Procedure. The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement.
- 6.8.1. When a conflict arises between the State and Supplier, the project team members will first strive to work out the problem internally.
- 6.8.2. If the project team cannot resolve the conflict within five (5) business days, the State Project Manager identified pursuant to Section 4.1 and the Supplier Project Manager identified pursuant to Section 3.1 will meet to resolve the issue.
- 6.8.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, the signatories to this Agreement, and the Executive Coordinator of the District Attorney's Council will meet within five (5) days to resolve the issue.
- 6.8.4. If the conflict remains unresolved as described in Section 6.9.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2.
- 6.8.5. During any conflict resolution, Supplier agrees to provide those Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict and the State agrees to pay invoices per the Agreement.
- 6.9. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, without regard to its conflicts of laws principles. Any lawsuit arising out of or in connection with this Agreement must be filed in a

state or federal court of competent jurisdiction in Oklahoma, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

- 6.10. Entire Agreement; Amendment. The Solicitation, the Addendum, this Agreement and its Exhibits constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and its Exhibits may only be amended by a writing specifically referencing this Agreement which has been signed by authorized representatives of the parties.
- 6.11. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.
- 6.12. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 6.13. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.
- 6.14. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit with UPS or DHL, or immediately if by confirmed facsimile or electronic mail, to the parties as follows:

State: Executive Coordinator
District Attorney's Council
421 NW 13th St., Suite 290
Oklahoma City, OK 73103

AND

OMES: Chief Information Officer
Office of Management and Enterprise Services
3115 N. Lincoln Boulevard
Oklahoma City, OK 73105

WITH A COPY TO:

ISD Deputy General Counsel
Office of Management and Enterprise Services
3115 North Lincoln Boulevard
Oklahoma City, Ok 73105

Supplier: Andrew Noble
Gatso USA, Inc.
900 Cummings Center, 222-T
Beverly, MA 01915

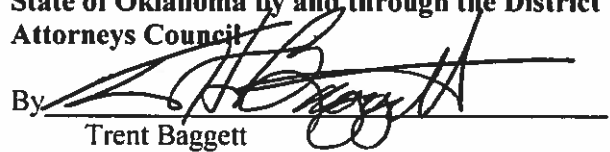
IN WITNESS WHEREOF, Supplier and the State have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:
Gatso USA, Inc.



By _____
Andrew Noble

Agreed to:
State of Oklahoma by and through the District
Attorneys Council



By _____
Trent Baggett

Date: 11-9-17

Date: 11-9-17

EXHIBIT A

As set forth in Section 3.2, Supplier will provide the following:

Mobile ALPR units

Fixed ALPR units

Violations Processing Services

EXHIBIT B

Additional Terms and Conditions for Installation of Poles

In the event that Supplier is required to install one (1) or more poles pursuant to Section 3.3 or Section 3.4, the following additional terms and conditions shall apply:

- A. Obtaining Permits. Supplier shall prepare all permit applications, design drawings or other related documents as may be reasonably required by any governmental entity for the installation and operation of the poles. The State will provide to Supplier, at no cost, all State permits necessary for the operation of the System and provision of the Services provided Supplier meets the minimum requirements for such permits and such permits are approved. Supplier will use commercially reasonable efforts to obtain any other necessary permits for the poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the System. The State will reasonably assist Supplier in securing necessary permits from other governmental agencies, as required.

- B. Installation. Supplier will commence installation of the poles within ten (10) business days after any and all necessary permit applications have been approved and such permits have been received. Supplier shall not be responsible for any delays associated with the failure of any government entity to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any government owned or controlled equipment at any intersection where the System will be installed, such upgrades shall be the sole responsibility of the State. Supplier may elect to add a separate circuit breaker to the traffic control system power source to obtain electric power for the System. Supplier will use commercially reasonable efforts to complete installation of the System in a timely manner.

- C. Removal Of Hardware, Equipment; Restoration. Upon the termination of this agreement, Supplier shall remove any poles it has installed and related equipment and restore such intersections to substantially the same condition as existed prior to this Agreement. Notwithstanding the foregoing, Supplier will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Supplier shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.



Solicitation

1. **Solicitation#:** 2200000008

2. **Solicitation Issue Date:** Dec. 09, 2016

3. **Brief Description of Requirement:**

The State of Oklahoma, Office of Management and Enterprise Services, on behalf of the Oklahoma District Attorneys Council, is accepting bids for a supplier to implement the hardware, software and any other actions needed to create a functional license plate reading system that collects and identifies Oklahoma license plates and compares that data to data in the OCIVS database to flag vehicles actively driving on Oklahoma roads without valid insurance.

4. **Response Due Date:** Jan. 9, 2017

Time: 3 p.m. Central Time

5. **Issued By and Return Sealed Bid To:**

Office of Management and Enterprise Services
Central Purchasing/IT Procurement
ATTN: Jessy Dang
5005 N. Lincoln Blvd., Suite 200
Oklahoma City, OK 73105

6. **Contracting Officer:**

Name: Jessy Dang
Email: jessy.dang@omes.ok.gov

Communications Concerning Solicitation

The contracting officer listed on the cover page of this solicitation is the only individual in which the bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the bidder response being considered non-responsive and not considered for further evaluation.

TABLE OF CONTENTS

- A. GENERAL PROVISIONS 3
 - A.1. Definitions 3
 - A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters..... 3
 - A.3. Bid Public Opening..... 4
 - A.4. Late Bid 4
 - A.5. Legal Contract..... 4
 - A.6. Pricing 4
 - A.7. Firm Fixed Price 4
 - A.8. Pricing Requirements 4
 - A.9. Manufacturers’ Name and Approved Equivalents 4
 - A.10. Rejection of Offer 5
 - A.11. Award of Contract 5
 - A.12. Contract Modification 5
 - A.13. Delivery, Inspection and Acceptance 5
 - A.14. Invoicing and Payment..... 5
 - A.15. Audit and Records Clause..... 5
 - A.16. Non-Appropriation Clause 6
 - A.17. Choice of Law and Venue 6
 - A.18. Termination for Cause..... 6
 - A.19. Termination for Convenience 6
 - A.20. Insurance 6
 - A.21. Employment Relationship..... 7
 - A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007..... 7
 - A.23. Compliance with Applicable Laws 7
 - A.24. Gratuities 7
 - A.25. Preclusion from Resulting Contracts 7
 - A.26. Mutual Responsibilities..... 7
 - A.27. Background Checks and Verifications..... 8
 - A.28. Confidentiality..... 8
 - A.29. Unauthorized Obligations 8
 - A.30. Electronic and Information Technology Accessibility..... 8
 - A.31. Patents and Copyrights..... 8
 - A.32. Assignment 9
 - A.33. Severability..... 9
 - A.34. Paragraph Headings 9
 - A.35. Failure to Enforce..... 9
 - A.36. Conflict of Interest 9
 - A.37. Limitation of Liability..... 9
 - A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership) 9
 - A.39. Offshore Services..... 10
 - A.40. Failure to Provide 10
 - A.41. Agency Policies..... 10
 - A.42. Compliance with Technology Policies 10
 - A.43. High Technology System Performance and Upgrades 10
 - A.44. Emerging Technologies..... 10
 - A.45. Ownership Rights..... 10
 - A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31 11
 - A.47. Right to Renegotiate 11
 - A.48. Used or New Products 11
 - A.49. Publicity..... 11
 - A.50. Mandatory and Non-Mandatory Terms 12
 - A.51. Non Tobacco – Smoke Free 12
 - A.52. OMES - ISD / Agency Relationship..... 12

A.53.	Acceptance of Solicitation Content.....	12
A.54.	Special Provisions.....	12
B.	SPECIAL PROVISIONS.....	13
B.1.	Contract Term, Renewal and Extension Option.....	13
B.2.	Obligations of Permitted Subcontractor.....	13
B.3.	Warrants.....	13
B.4.	Authorized Users.....	13
B.5.	Manufacturer Accessibility VPAT Website.....	14
B.6.	Commercial Off-The-Shelf (Cots) Software.....	14
B.7.	Supplier Services.....	14
C.	SOLICITATION SPECIFICATIONS.....	15
C.1.	Summary and Background.....	15
C.2.	Project Purpose and Description.....	15
C.3.	Project Scope.....	15
C.4.	Additional Information.....	15
D.	EVALUATION.....	15
D.1.	Evaluation Criteria.....	16
D.2.	Description of Evaluation Criteria.....	16
D.3.	Dominance Check for Cost Reasonableness.....	17
D.4.	Clarification/Pre-Award Phase.....	18
D.5.	Contract Form and Requirements.....	18
E.	INSTRUCTIONS TO Bidder.....	18
E.1.	Introduction.....	18
E.2.	Mandatory and Non-Mandatory Terms.....	18
E.3.	Pre-Proposal/ Process Education Meeting.....	18
E.4.	Post Pre-Proposal Meeting Questions.....	18
E.5.	Preparation of Proposal.....	19
E.6.	Submission of Proposal.....	19
E.7.	Submission Deliverables.....	19
E.8.	Bid Change.....	20
E.9.	Solicitation Amendments.....	20
E.10.	Proprietary and/or Confidential.....	20
E.11.	Oklahoma Open Records Act.....	20
E.12.	Communications Concerning Solicitation.....	20
E.13.	Administrative Review.....	20
E.14.	General Solicitation Questions.....	20
E.15.	P-Cards.....	21
E.16.	Electronic Funds Transfer (EFT).....	21
E.17.	Bid Deliverables.....	21
E.18.	Awardee Financial Status.....	22
E.19.	Notice of Award.....	22
F.	CHECKLIST.....	22
G.	OTHER.....	22
G.1.	Proposed schedule for the solicitation process.....	22
G.2.	Dates listed below are tentative and subject to change.....	22
G.3.	Explanation of Proposed Schedule (G.1).....	22
H.	PRICE AND COST.....	23
H.1.	Suppliers are to submit pricing using the Attachment B (Cost Proposal Form).....	23
H.2.	A firm budget has not been established for this project.....	23

A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this Solicitation.

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2.** "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.
- A.1.3.** "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.
- A.1.4.** "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.
- A.1.5.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.6.** "COTS" means software that is commercial off the shelf.
- A.1.7.** "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.
- A.1.8.** "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- A.1.9.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.10.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.11.** "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.14.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.
- A.1.15.** "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.
- A.1.16.** "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.
- A.1.17.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.
- A.1.18.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.
- A.1.19.** "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid to this Solicitation:

- A.2.1.** The Bidder certifies that the Bidder and its principals or participants:
 - A.2.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
 - A.2.1.2.** Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; or for violation of federal or

state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- A.2.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and
- A.2.1.4. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

A.2.2. Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

A.3. Bid Public Opening

Sealed Bids may be opened upon public request at the time and date specified herein as the Closing Date and Time.

A.4. Late Bid

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

A.5. Legal Contract

By submitting a Bid to this Solicitation:

- A.5.1.** Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.
- A.5.2.** The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.
- A.5.3.** Any Contract Document related to this Solicitation shall be legibly written or typed.
- A.5.4.** All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.6. Pricing

- A.6.1.** Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.
- A.6.2.** Bidders guarantee unit prices to be correct.
- A.6.3.** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.
- A.6.4.** All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

A.7. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

A.8. Pricing Requirements

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

A.9. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in this Solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). However, if a Bid is based on equivalent products, indicate on the Bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their Bid. Reference to literature submitted with a previous Bid shall not satisfy this provision. The Bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.10. Rejection of Offer

The State reserves the right to reject any Bids that do not comply with the requirements and specifications of this Solicitation. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this Solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids are listed in OAC 580:15-4-11

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this Solicitation.

A.11. Award of Contract

- A.11.1.** The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items, or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State of Oklahoma.
- A.11.2.** Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.
- A.11.3.** In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.11.4.** It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the State.

A.12. Contract Modification

- A.12.1.** The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.
- A.12.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

A.13. Delivery, Inspection and Acceptance

- A.13.1.** All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.
- A.13.2.** Supplier shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

A.14. Invoicing and Payment

- A.14.1.** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.
- A.14.2.** State Acquisitions are exempt from sales taxes and federal excise taxes.

A.15. Audit and Records Clause

- A.15.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.
- A.15.2.** The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving

such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.16. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

A.17. Choice of Law and Venue

- A.17.1.** Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.
- A.17.2.** Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

A.18. Termination for Cause

- A.18.1.** The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.
- A.18.2.** The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.
- A.18.3.** If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.19. Termination for Convenience

- A.19.1.** The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.
- A.19.2.** If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.20. Insurance

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and

- e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.21. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a Bid to this Solicitation, the Bidder certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.23. Compliance with Applicable Laws

A.23.1. In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) If the payments pursuant to the Contract are expected to exceed \$100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;
- e) For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
- g) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.23.2. The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3. The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

A.24. Gratuities

The rights of Supplier under the terms of this Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Interlocal Entity employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

A.25. Preclusion from Resulting Contracts

Any Bidder that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this Solicitation, either directly or indirectly, is precluded from being awarded the Contract and from securing a sub-contractor that has provided such services.

A.26. Mutual Responsibilities

The State and Supplier agree that:

A.26.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

- A.26.2.** This is a non-exclusive Contract and each party is free to enter into similar agreements with others.
- A.26.3.** Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.
- A.26.4.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.27. Background Checks and Verifications

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State, State Entity or Interlocal Entity.

A.28. Confidentiality

- A.28.1.** The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- A.28.2.** No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

A.29. Unauthorized Obligations

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.30. Electronic and Information Technology Accessibility

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

A.31. Patents and Copyrights

- A.31.1.** Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.
- A.31.2.** If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
- A.31.3.** If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional

non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.

- A.31.4.** Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

A.32. Assignment

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.33. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.34. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

A.35. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

A.36. Conflict of Interest

- A.36.1.** Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.
- A.36.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

A.37. Limitation of Liability

To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.

A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- A.38.1.** In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.
- A.38.2.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier may supply during the downtime (repair) of equipment purchased or leased through this

Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.39. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

A.40. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

A.41. Agency Policies

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

A.42. Compliance with Technology Policies

The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.43. High Technology System Performance and Upgrades

- A.43.1.** If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.
- A.43.2.** Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.44. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this Contract at any time to allow for technologies not identified in this Contract. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue an Amendment to this Contract.

A.45. Ownership Rights

- A.45.1.** Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.2.** Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.
- A.45.3.** In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration,

a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.

- A.45.4.** Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.
- A.45.5.** If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.
- A.45.6.** It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier's Utilities, the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- A.45.7.** Except for any Utilities, all work performed by the Supplier of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of State of Oklahoma.

A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Supplier shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the Supplier under the agreement with the agency;
- b) An assignment by the Supplier for the benefit of its creditors;
- c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- g) The ceasing of a Supplier of maintenance and support of the software; or
- h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

A.47. Right to Renegotiate

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

A.48. Used or New Products

Bidder shall offer new items of current design unless this Solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

A.49. Publicity

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.50. Mandatory and Non-Mandatory Terms

A.50.1. Whenever the terms “shall”, “must”, “will”, or “is required” are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

A.50.2. Whenever the terms “can”, “may”, or “should” are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

A.51. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

A.52. OMES - ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES - ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES - ISD to acquire necessary hardware and software, and directs OMES - ISD to authorize the use of these assets by other State agencies. OMES - ISD, as the owner of information technology assets on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

A.53. Acceptance of Solicitation Content

Unless otherwise provided in Section One of the Bidder's response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation. Upon award of any contract to the successful Bidder, the contents of this Solicitation, as may be amended by the Bid, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

A.54. Special Provisions

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal and Extension Option

- B.1.1.** The initial contract period shall begin on the effective date and shall extend through June 30, 12017 (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.1.4.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.
- B.1.5.** The State, at its sole option, may choose to exercise an extension for one hundred eighty (180) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent one hundred eighty (180) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.1.6.** In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Obligations of Permitted Subcontractor

- B.2.1.** If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- B.2.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.3. Warrants

Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. Defects in products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State if such defect occurs during the warranty period.

B.4. Authorized Users

During the term of this contract, any State Entity, or Interlocal Entity, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for the State or Interlocal Entities actions and the privies of contract exist solely between the Supplier and the State or Interlocal Entity.

B.5. Manufacturer Accessibility VPAT Website

The Supplier may provide a URL link for a website maintained by the Supplier or product manufacturer which provides VPAT's for all products offered through the Contract.

B.6. Commercial Off-The-Shelf (Cots) Software

In the event that Supplier specifies terms and conditions or clauses in an electronic license agreement notice that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

B.7. Supplier Services

The State of Oklahoma shall not guarantee any minimum or maximum amount of the Supplier services that may be required under this Contract.

C. SOLICITATION SPECIFICATIONS

C.1. Summary and Background

C.1.1. On May 27, 2016 the Governor of the State of Oklahoma signed Senate Bill 359, which authorized the District Attorneys Council to use automatic license plate readers to enforce Compulsory Insurance Law with the Uninsured Vehicle Enforcement Diversion Program (UVED). Previous to this, the Governor of the State of Oklahoma signed House Bill 3115 in May 2006 which charged the Department of Public Safety with creating an online verification system for verifying compliance with the Compulsory Insurance Law. This system currently exists as the Oklahoma Compulsory Insurance Verification System (OCIVS). The Office of Management and Enterprise Services on behalf of the District Attorneys Council is issuing this solicitation for a supplier to implement the hardware, software, and any other actions needed to create a functional license plate reading system that collects and identifies Oklahoma license plates and compares that data to data in the OCIVS database to flag vehicles actively driving on Oklahoma roads without valid insurance.

C.2. Project Purpose and Description

C.2.1. Purpose

C.2.1.1. Currently in the State of Oklahoma one out of every four vehicles on the road is driving without valid liability insurance. This creates a potential liability for other drivers and passengers on the road as well as a financial burden on insured motorists that must absorb the costs of uninsured drivers. The intent of the program will be to reduce the number of uninsured drivers on the roads in the State of Oklahoma.

C.2.2. Project Description

C.2.2.1. The District Attorneys Council is seeking a supplier to install license plate reading devices in various location which are able to read vehicle license plate numbers, compare with data from the existing OCIVS database and determine if the license plate is listed in the database as being currently insured. In the case that the vehicle is determined to be uninsured the system must be able to produce a detailed report of the vehicles marked as potentially uninsured for review.

C.3. Project Scope

C.3.1. Selected supplier will provide license plate readers that are able to consistently, and accurately, read the license plates of cars on the roads in the State of Oklahoma

C.3.2. Selected supplier will determine and implement the best means of efficiently comparing the data from the license plate readers with the data from the existing OCIVS insurance verification database to run a search for the current liability insurance status of vehicles that have been captured by the license plate reader. This must be able to be completed regardless of location of license plate readers and must not rely on a fixed-position, hardwired unit.

C.3.3. Selected suppliers must ensure that this program is secondary to police officials actively running insurance verifications on the OCIVS database while on duty. Police officials are to have priority access that is not delayed or hindered by the UVED program.

C.3.4. It is the responsibility of the supplier to have working knowledge of and adhere to the requirements established in House Bill 3115, Senate Bill 359, DPS Administrative Rules, and any other rules, statutes or laws that may govern this system.

C.3.5. It is the responsibility of the supplier to have a mitigation and/or action plan for possible changes to rules, statutes or laws that may govern this system.

C.4. Additional Information

C.4.1. Senate Bill 359 states that "At least Ninety-Five Percent (95%) of the personal lines auto insurance market in the state participates in the Oklahoma Compulsory Insurance Verification System using a real-time web portal system." Currently, this threshold is not met and the exact date of hitting this percentage is not known. This solicitation's scope of work cannot begin until such time as this threshold is met.

C.4.2. Currently, the OCIVS database is managed by the Department of Public Safety but administration of database may be transferred or delegated to another State agency.

C.4.3. A daily list of uninsured motorists may be available from OCIVS to be used as a comparative list for captured license plate images rather than direct interface with the OCIVS database.

C.4.4. The District Attorneys Council has a valid license for Microsoft BizTalk that suppliers may use as a tool in the development of the project described in this solicitation

D. EVALUATION

D.1. Evaluation Criteria

- D.1.1.** The State will evaluate responses against the evaluation criteria for the degree to which each proposal meets the criteria as follows:

D.2. Description of Evaluation Criteria

- D.2.1.** RFP Cover Page and Declaration – Respondent will prepare and submit the RFP Cover Page and Checklist (See Attachment A)
- D.2.2.** Proposal Form – Respondent will prepare and submit a Proposal form (see Attachment B)
- D.2.3.** Cost Proposal – Respondent will perform the required services for a firm fixed price for the identified service for the term of the contract. The respondent must identify all potential services for the contract year and a fixed cost for each service identified. (Attachment B)
 - D.2.3.1. For a cost to be acceptable during the contract periods, it must be stated on the attachment.
- D.2.4.** Project Capability (PC) Submittal – Whether the pages are blank or filled must NOT exceed 6 pages (front side of page only) and is comprised of: Level of Expertise (2 pages), a Risk Assessment Plan (2 pages), and a Value added Plan (2 pages). (see Attachment C & D).
 - D.2.4.1. Purpose of PC Submittal
 - D.2.4.1.1. Assist the State in prioritizing Respondents submittals based on their ability to understand and deliver the required services.
 - D.2.4.1.2. Assist the Respondent in planning what they are going to do before they do it.
 - D.2.4.1.3. Provide high performing Respondents the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous best value results.
 - D.2.4.2. PC Submittal Form Requirements
 - D.2.4.2.1. PC submittal must NOT contain any names that can be used to identify who the Respondent is (such as firm names, personnel names, Project names, or product names).
 - D.2.4.2.2. The PC submittal must not include the proposed cost or the proposed duration that the Respondent has identified in the Proposal Form.
 - D.2.4.2.3. A PC proposal template is included in this RFP. This document must be used by all Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template in any manner. Respondents must type their responses on the Word template provided.
 - D.2.4.2.4. The PC Submittal (whether the pages are blank or filled) must NOT exceed 6 pages (front side of page only).
 - D.2.4.2.5. Failure to comply with any of the PC format requirements may result in disqualification.
 - D.2.4.2.6. The PC Submittal shall not contain any marketing information. The Submittal should be used to prove to the State that the Respondent has expertise for the specific project being proposed upon.
 - D.2.4.3. Level of Expertise Plan -Overview
 - D.2.4.3.1. The Level of Expertise Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project with a plan that meets time and cost goals. All cost and schedule impacts associated with project capabilities listed within the Level of Expertise Plan (Attachment E) must be included in your base cost/schedule.
 - D.2.4.4. Risk Assessment Plan – Overview
 - D.2.4.4.1. The Respondent should list and prioritize major risk items on this contract that could cause the Respondent's "vision" or "plan" to deviate or not meet the expectations of the State (i.e. risks that the Respondent does not control). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to the State. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple and clear terms so that non-industry personnel can understand the risk. The Respondent must also explain how they will mitigate, manage, and/or minimize the risk from occurring. A mitigation / management plan solution with supporting documented performance

(references, performance measurements of projects when the risk mitigation was used etc) is required for a high rating from the selection committee. The backup performance information can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction. (See Attachment F)

D.2.4.5. Value Added Section – Overview

D.2.4.5.1. The purpose of the Value Added plan is to provide Respondents with an opportunity to identify any value added options or ideas that may benefit the State at a change in cost or scope. These options or ideas may also be referred to as additional or optional services. Where applicable, the Respondent should identify: 1) what the State may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information and/or best value practices. The Respondent should list the cost and time impact of its options or ideas. All items should be listed in terms of a percentage of the project cost. The ideas identified in the VA Plan must NOT be included in the Respondent's Cost Proposal. The Respondent should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: a Value Added option must impact cost). All cost impacts associated with these Value Added options must NOT be included in your base cost. (See Attachment G)

D.2.5. Interviews

D.2.5.1. The State may shortlist (if necessary) the top rated Respondents. The shortlisted Respondents may be required to participate in an interview period. The State may interview all critical team members, including, but not limited to:

D.2.5.1.1. Project Manager/Lead

D.2.5.1.2. The State may also request to interview additional personnel.

D.2.5.2. The State will interview individuals separately (and may perform a group interview after the individual interviews are completed). No other individuals (from the Respondents) will be allowed to sit in or participate during the individual interviews.

D.2.5.3. The State may request additional information prior to interviews.

D.2.5.4. All proposed team members must be available in person for interviews on the date specified in this RFP.

D.2.5.4.1. At the State's discretion, substitutes, proxies, phone interviews, or electronic interviews may be allowed.

D.2.5.5. Individuals who fail to participate in the interview will not be given a score which may jeopardize the Respondent's competitiveness.

D.3. Dominance Check for Cost Reasonableness

D.3.1. After ranking all of the Respondents based on the selection criteria, weights, and ratings, the State will verify if the best prioritized respondent meets the following requirements:

If the highest ranked Respondent is within the budget (if budget is available) and is within (10%) of the next highest ranked Respondent's cost, then the highest ranked respondent moves to the Pre-Award Phase;

If the highest ranked Respondent is within the budget (if budget is available), but its cost is more than 10% greater than the second highest ranked Respondent's cost, the State reserves the right to invite the second highest ranked Respondent to the Pre-Award Phase;

If the highest ranked Respondent is over the budget (if budget is available), the State reserves the right to proceed to the highest ranked Respondent within the budget unless the State obtains additional funding;

If all the Respondents are over-budget (if budget is available), the State may obtain additional funds and apply the rules above, re-scope the Project, or cancel the Project.

D.3.1.1. If the best value Respondent's cost is more than 10% below the average Respondent's cost, the State reserves the right to proceed to the next prioritized best value Respondent;

D.3.1.2. When the State is considering going to the next best value Respondent, the best value Respondent can stay in the process by having presented dominant performance metrics which justify their selection despite their higher or lower cost.

D.4. Clarification/Pre-Award Phase

- D.4.1.** The potential best-valued Respondent will be required to perform the Clarification/Pre-Award functions as outlined in Attachment H. The intent of this period is to allow the Respondent to clarify their proposal, address any issues or risks, allow the client to add any concerns, and to prepare a Pre-Award Document.

D.5. Contract Form and Requirements

D.5.1. Form of Contract between the State and the Selected Respondent

D.5.1.1. The Contract between the selected Respondent and the Owner will be the Owner's Agreement, which is incorporated into this RFP (the "Contract"). By submitting a Proposal, Respondent acknowledges and agrees that it received, read, understands, and shall be bound by and comply with the Contract.

D.5.1.2. The Contract will incorporate by reference this RFP and any Attachments and any RFP modifications agreed to by Owner. The Owner may attach to the Contract as Supplementary Conditions Respondent's Proposal, selected provisions of Respondent's Proposal or modifications to Respondent's Proposal agreed to by Owner and Respondent.

D.5.2. Weekly Reporting System

The selected Respondent will be required to submit weekly reports as outlined in the Weekly Risk Report Guide (see Attachment I).

D.5.3. Contract Evaluation

D.5.3.1. Upon completion of each project, the Respondent will be evaluated by the Owner based on their performance on the Project. This includes (but is not limited to): overall quality, ability to manage cost and schedule, high customer satisfaction, and submission of accurate weekly reports. The Owner's evaluation of contractors, subcontractors, and individuals shall be fair, based on facts, and non-abusive.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this Solicitation can be altered only by written Amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contract.

E.2. Mandatory and Non-Mandatory Terms

- E.2.1.** Whenever the terms "shall", "must", "will" or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the respondent's proposal.
- E.2.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.3. Pre-Proposal/ Process Education Meeting

- E.3.1.** A meeting will be conducted by OMES/CP to educate prospective firms on this new best value solicitation process. While not mandatory, it is strongly recommended that all firms interested in participating attend this meeting.
- E.3.1.1. A notice with a required RSVP will be sent to all firms on the OMES/CP supplier registration list as well as posted on the OMES/CP solicitation website.
- E.3.1.2. A deadline will be established for your response confirming your attendance as stated in Section G.2.1 below.
- E.3.1.3. Written RFP specification questions will be due to the OMES/CP contracting officer by deadline stated in Section G.2.2 below for the Pre-Proposal / Process Education Meeting.

E.4. Post Pre-Proposal Meeting Questions

- E.4.1.** Written questions concerning the solicitation are due by date and time stated in Section G.2.4 below.
- E.4.2.** Written responses to questions and any amendments (if applicable) shall be published by Tuesday, December 27, 2016 by close of business.

E.4.3. All questions **must be in writing** via email to the contracting officer listed on the cover page of this solicitation.

E.5. Preparation of Proposal

E.5.1. It is the responsibility of the supplier to inquire about any requirements of this RFP that is not understood.

E.5.2. Information shall be entered on the form provided or a copy thereof.

E.6. Submission of Proposal

E.6.1. By submitting a proposal, the firm agrees not to make any claims, damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.

E.6.2. If a firm fails to notify OMES/CP of an error, ambiguity, conflict, discrepancy, omission or other error in the solicitation, known to the firm, or an error that reasonably should have been known by the firm, the firm shall submit a proposal at its own risk; and if awarded the contract, the firm shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a firm takes exception to any requirement or specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.

E.6.3. Completeness of proposal(s): It is desirable that the firm respond in a complete, but concise manner. It is the firm's sole responsibility to submit information in the responses as requested by this solicitation. The firm's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the firm's proposal(s).

E.7. Submission Deliverables

E.7.1. Two (2) CDs or DVDs containing an electronic copy of the proposal must be clearly marked by the respondent's name, solicitation number and date of solicitation closing. No hard copies are required.

E.7.1.1. All electronic documents must be in one of the following software options:

E.7.1.1.1. Microsoft Office Word or Excel

E.7.1.1.2. Adobe PDF

Copy of proposal emailed to Contracting Officer is not considered an electronic copy and will not be accepted.

E.7.2. Proposal Content

E.7.2.1. Completed "Responding Bidder Information" OMES/CP/Purchasing Form 076.

E.7.2.2. Completed "Certification for Competitive Bid and Contract" OMES/CP/Purchasing Form 004.

E.7.2.3. Evidence of meeting the insurance requirements

E.7.2.4. Acknowledgement of Amendments to the Solicitation (if applicable)

E.7.2.5. Agreements (if any) required by the firm.

E.7.2.5.1. Agreements not submitted with the firm's response will not be considered after Contract Award.

E.7.2.6. Attachment A – RFP Cover Page and Declaration

E.7.2.7. Attachment B – Cost Proposal Form

E.7.2.8. Attachment C – Contract Schedule

E.7.2.9. Attachment D – Project Capability, Risk Assessment, Value Added Submittal Instructions

E.7.2.10. Attachment E – Project Capability Plan

E.7.2.11. Attachment F – Risk Assessment Plan

E.7.2.12. Attachment G – Value Added Plan

E.7.2.13. Attachment H – Clarification Pre-Award Phase Guide

E.7.2.14. Attachment I – Weekly Risk Report (WRR) Guide

E.7.2.15. Attachment J – Weekly Risk Report (WRR) Template

E.7.2.16. Attachment K – State Expectations

E.8. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

E.9. Solicitation Amendments

- E.9.1.** If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.
- E.9.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.
- E.9.3.** It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.10. Proprietary and/or Confidential

- E.10.1.** Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.
- E.10.2.** If the State CIO does not acknowledge the information as confidential, OMES – ISD will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.11. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

E.12. Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

E.13. Administrative Review

- E.13.1.** Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on December 15, 2016. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.14. General Solicitation Questions

Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/2200000008>

- E.14.1.** Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

- E.14.2.** In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.
- E.14.3.** When posing questions, every effort should be made to:
- a) be concise
 - b) include section references, when possible; and
 - c) avoid use of tables or special formatting (use simple lists).
- E.14.4.** These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Bidders are advised that any questions received after 3:00 P.M. Central Time on December 21, 2016 shall not be answered.

E.15. P-Cards

The State of Oklahoma has issued payment cards to most State agencies. The current P-Card contract holder utilizes VISA. If awarded a contract, will your company accept the State of Oklahoma approved purchase card:
Yes No (check one)

E.16. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically. If awarded a contract will your company accept payment for invoices from the State by EFT:
Yes No (check one)

E.17. Bid Deliverables

Hard copy Bids should be bound, tabbed by section, and clearly marked as Original or Copy.

Note: Bid deliverables are to be submitted in both hard copy and electronic copy on CD, DVD, or thumb drive machine-readable format.

E.17.1. Section One – Introduction

- a) Letter of Introduction
- b) Completed "Responding Bidder Information" OMES Form 076.
- c) Completed "Certification for Competitive Bid and Contract" OMES Form 004.
- d) Signed Amendment(s), if any.
- e) Any exceptions to solicitation terms and conditions.

E.17.2. Section Four – Response to Specifications/Requirements

Provide detailed response to specifications/requirements in this Solicitation.

E.17.3. Section Five – EITA Compliance

Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the VPAT & Accessibility - OMES Form that is applicable. Attached for reference is the VPAT Instructions Template.

Supplier may provide a URL link to a website providing VPAT for products deliverables through resulting Contract.

E.17.4. Section Six – Bidder Agreements

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder's original Bid shall not be considered

E.17.5. Pricing

All information relating to costs are to be sent in a separate binder/envelope, on a separate CD, DVD, or thumb drive clearly marked as "Price/Cost."

E.18. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.19. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. CHECKLIST

None

G. OTHER

G.1. Proposed schedule for the solicitation process

G.2. Dates listed below are tentative and subject to change

No.	Task	Date
1	Questions Due	12/21/2016
2	Proposals due	01/09/2017
3	Supplier Interviews	01/30/2017
4	Kick-off Meeting (may be held by conference call)	02/06/2017
5	Pre-award/Clarification Period begins. (answer all technical concerns, identify what items were included and not included in scope, receive preliminary approval, put together contract which includes WRR, RMP, performance measures) Review of draft contract by owner's representatives Pre-Award Meeting	02/06/2017
6	Contract Awarded	03/03/2017

G.3. Explanation of Proposed Schedule (G.1)

G.3.1. Pre-Education

An online pre-education presentation is available to all interested parties at https://www.youtube.com/watch?v=Wgl3x1RB_9M&feature=youtu.be

G.3.2. Questions Due

G.3.2.1. Questions must be submitted per the instruction in section E.14 of this solicitation. Question submitted outside of this procedure will not be considered

G.3.3. Proposals Due

G.3.3.1. Proposals are due Monday, January 9, 2017 by 3:00 p.m. Central Time. Any proposals received after 3:00 p.m. will be considered late and will be returned to the supplier unopened.

G.3.4. Supplier Interviews

G.3.4.1. Supplier interviews will be held on Monday, January 30, 2017. The time will be set at a later date. The supplier interviews are preferred to be done in person in OKC but accommodations may be made.

G.3.5. Kick-Off Meeting

The Kick-Off Meeting will tentatively be held on or after Monday, February 6, 2017. The time will be set at a later date. This meeting will be held in person in OKC preferably but may be done by conference call.

G.3.6. Pre-Award/Clarification Period

The Pre-Award/Clarification period will tentatively begin the week of Monday, February 6, 2017. This meeting is to be scheduled by the supplier after addressing risks/concerns, milestone schedule, coordinating with all critical entities. This meeting is to be held in person in OKC sometime during this week with coordination to involve all required parties.

G.3.7. Contract Award

G.3.7.1. Contract award is tentatively scheduled for Friday, March 3, 2017.

H. PRICE AND COST

H.1. Suppliers are to submit pricing using the Attachment B (Cost Proposal Form)

H.2. A firm budget has not been established for this project



Responding Bidder Information

"Certification for Competitive Bid and Contract" MUST be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

YES - Filing Number: _____

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – Include a certificate of insurance with the bid

NO - Attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- > **Garnishment Payees:** Use OMES Form OSF_GARNVEND located at: http://www.ok.gov/OSF/documents/osf_garnvend.pdf.
- > **State Employees:** Use OMES FORM ADD/CHANGES FOR EMPLOYEES/BOARD MEMBERS located at: http://www.ok.gov/OSF/documents/ap_emp_vend.pdf.
- > **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to Central Purchasing Vendor Registration located at: http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html.

AGENCY SECTION (To be completed by state agency representative):

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

Agency Name		Contact Name	
Phone #		Fax #	
Agency Request To – Please select all applicable request types			
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID	_____
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address #	_____ PeopleSoft Location # _____
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____
<input type="checkbox"/> Other	Explain _____		
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 - Prizes & Awards
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney		

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.							
Name		Contact Name					
<i>Payee Legal Name for Business, Individual or Government Entity as filed with IRS</i>		Contact Title					
DBA Name		Phone #					
<i>Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name</i>		Fax #					
Tax Identification Number (TIN) and Type:		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)					
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service							
Address			City				
State	Zip+4	Remittance Email					
Optional Addresses – Please select address type as applicable							
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:	
Address 1			City				
State	Zip+4	Remittance Email					
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.							
Name			Title			Email	

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

Domestic (U.S.) Sole Proprietor Domestic (U.S.) Partnership Domestic (U.S.) Corporation Type: _____

Limited Liability Company Type: _____ Disregarded Entity: YES NO

Domestic (U.S.) Other Explain: _____

Foreign (Non-U.S.) Sole Proprietor* Foreign (Non-U.S.) Partnership* Foreign (Non-U.S.) Corporation* Type: _____

Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/iw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1 – RENTS (cont.) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 533170 Royalties	<input type="checkbox"/> 3 - PRIZES AND AWARDS 552140 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553220 Indemnities, Restitution & Settlements
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Legal Settlements Reportable to the IRS 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		



Voluntary Product Accessibility Template Instructions

The Voluntary Product Accessibility Template is a tool to assist in making preliminary assessments regarding the availability of electronic and information technology products and services with features that support accessibility.

The VPAT provides a summary view of criteria specific to various types of technologies identified in the Oklahoma Information Technology Accessibility Standards. There are three sections in each table. Section one of the Summary Table describes each section of the Standards. The second section describes the supporting features of the product or refers you to the corresponding detailed table, "e.g., equivalent facilitation." The third section contains any additional remarks and explanations regarding the product.

Oklahoma EITA Procurement Clause:

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

- 1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

- 2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

How to Get Started - Begin with your product's specification or a list of its known features:

1. Determine which subsection(s) of the Oklahoma Information Technology Accessibility Standards (IT Standards) apply to your product. Document the product's ability to meet the standards in the applicable areas, such as software, operating system, and so on.
2. For each standard in the applicable area(s), determine if the product meets or supports the standard.
 - If the product appears to meet or support the standard, then you have the option of providing examples of features that are accessible or of specific accessibility features that exist.
 - If the product appears to not meet the standard, remember that the OK Information Technology Accessibility Standards allow for alternative products provided that they result in substantially equivalent or greater access. The product can meet the standard as long as the feature performs in the same manner as it does for any other user. This is called "functional equivalency."

3. When the VPAT draft is complete, translate the technical language into language that will be understood by a state agency procurement officer. We encourage use of suggested language noted in the section "Suggested Language for Filling out the VPAT".
4. **Suggested Language for filling out the VPAT**
Suggested language below has been developed for use when filling out a VPAT. All or some of the language may be used. You are encouraged to use consistent language in VPATs throughout the form.

<u>Supporting Features</u>	
Supports	Use this language when you determine the product fully meets the letter and intent of the criteria.
Supports with Exceptions	Use this language when you determine the product does not fully meet the letter and intent of the criteria, but provides some level of access relative to the criteria.
Supports through Equivalent Facilitation	Use this language when you have identified an alternate way to meet the intent of the criteria or when the product does not fully meet the intent of the criteria.
Supports when combined with Compatible AT	Use this language when you determine the product fully meets the letter and intent of the criteria when used in combination with compatible AT. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind).
Does not Support	Use this language when you determine the product does not meet the letter or intent of the criteria.
Not Applicable	Use this language when you determine that the criteria do not apply to the specific product.
Not Applicable - Fundamental Alteration Exception Applies	Use this language when you determine a fundamental alteration of the product would be required to meet the criteria (see the IT Standards for the definition of "fundamental alteration").

Remarks & Explanations (third section on VPAT)

Providing further explanation regarding features and exceptions is especially helpful. Use this section to detail how the product addresses the standard or criteria by:

- Listing accessibility features or features that are accessible;
- Detailing where in the product an exception occurs; and
- Explaining equivalent methods of facilitation (See Section 3.5 of the IT Standards for definition of "equivalent facilitation").

EXPERTS IN TRAFFIC ENFORCEMENT




OKLAHOMA, OMES RFP #22000000008

Uninsured Vehicle Enforcement Diversion Program

Due 01/09/17 @ 3:00 pm



Contact: Andrew Noble

 (978) 922-7294 x210

 (978) 922-7293


 a.noble@gatso.com

Table of Contents

Cover Letter.....	3
E.7.2.1 - Responding Bidder Information.....	6
E.7.2.2 - Certification for Competitive Bid and Contract.....	7
E.7.2.3 - Evidence of Meeting insurance Requirements.....	8
E.7.2.4 - Acknowledgment of Amendments to the Solicitation.....	9
E.7.2.5 - Agreements.....	13
E.7.2.6 - Attachment A - RFP Cover Page & Declaration.....	26
E.7.2.7 - Attachment B - Cost Proposal.....	27
Pricing Detail and Explanation.....	28
E.7.2.8 - Attachment C - Contract Schedule.....	29
Milestone Schedule.....	30
E.7.2.9 - Attachment D - Submittal Checklist.....	31
E.7.2.10 - Attachment E - Level of Expertise Plan.....	32
E.7.2.11 - Attachment F - Risk Assessment Plan.....	34
E.7.2.12 - Attachment G - Value Added Plan.....	36
E.7.2.13 - Attachment H - Clarification Pre-Award Phase Guide.....	37
E.7.2.14 - Attachment I - Weekly Risk Report Guide.....	40
E.7.2.15 - Attachment J - Weekly Risk Report Template.....	42
E.7.2.16 - Attachment K - State Exceptions.....	43
Vendor/Payee Form.....	44
VPAT Instructions.....	47
Oklahoma Certificate of Authority.....	49
GATSO W-9.....	50
E-Verify.....	54
Withholding Registration Confirmation.....	67
Proposed Exceptions.....	68
Citation Example.....	72



GATSO USA

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ussales@gatso.com
www.gatso-usa.com

January 5, 2017

Office of Management and Enterprise Services
Central Purchasing/IT Procurement
5005 North Lincoln Boulevard, Suite 200
Oklahoma City, OK 73105
ATTN: Jessy Dang

Re: Solicitation 2200000008

GATSO USA is pleased to offer the State of Oklahoma's OMES, through the State's District Attorneys Council, this structured response to the Solicitation 2200000008 for technology and services in support of the State's Uninsured Vehicle Enforcement Diversion Program. Our submittal will stress strict compliance with composition and format guidance in regard to the LE, RA and VA solicitation templates, as well as all form and qualification requirements as specified. We have provided a sample service agreement for the State's consideration. It is our goal to present our credentials as an industry leader in automated enforcement, and be invited to present a more granular accounting of our capabilities to not only perform this service for the State, but offer program insight and inventiveness by leveraging decades of automated photo enforcement experience.

GATSO recognizes the meaning and value of this UVED program as both a fairness measure and a statewide compliance measure - fairness in the form of undue costs not being borne by insured drivers, and compliance in the form of deterrence. We recognize, as a leader in automated enforcement, that an ALPR-driven photo enforcement program does not yet exist in the United States, and will be scrutinized extensively for both fairness and performance. We recognize that the foundation of this program has been ten years in the making, with the creation of the OCIVS in 2006, and recently with the signing of SB359 into law. And, we recognize the need for the DAC to have a true partner in this effort, not a set of disconnected vendors, none of which have the overarching program goal - compliance through deterrence - as a motivating principle.

GATSO USA is an Nlets-partnered, fully FBI-CJIS accredited automated photo enforcement manufacturer, integrator and servicer. We are the North American affiliate of the world's largest photo enforcement company, the Sensys Gatso Group. We have more photo-imaging, vehicle detection and advanced evidence-gathering technology in the field than any other company. Complementary to our world class photo speed detection and red light camera systems, ALPR plays a critical role in a number of high-profile GATSO programs. For example, in Amsterdam in the Netherlands, GATSO designed a Low Emission Zone vehicle access control program, monitoring 38 city entry points and one million vehicles per day. This program continues to enjoy a documented 99% vehicle read rate; 95% ALPR capture rate; and .02% margin of error rate. In New South Wales, Australia, GATSO Point-to-Point Speed Enforcement systems utilize advanced

ALPR technology to monitor heavy-vehicle speeding with proven, ongoing success. GATSO utilizes both our own internally designed ALPR technology, as well as third-party technology integrations to deliver solutions to our partner municipalities. We strive to be vendor-agnostic regarding ALPR technology, realizing that the capture of plate images is simply the first step in a complex data management process.

Electronically ALPR is a very specific function - the character-parsing of predictable images, on a predictable reflective background, in a predictable field of view. Dozens of companies make hardware systems that do this very well. The Automated License Plate Recognition market is full of proven hardware technology. What begins to separate the industry leaders, however, is the strength of the recognition engines and resident algorithms that process the field data. As our preferred ALPR partner, we favor the NDI Recognition Systems suite of hardware products for several reasons. Primarily, their technology is exceptional, and their reputation is respected in the industry. Additionally, with the NDI RS technology we have developed a full featured SDI, integrated with our backoffice image processing & enterprise application - XILUUM. Additionally, GATSO has also worked extensively with the technology of other ALPR vendors such as Adaptive Recognition America and 3M-PiPS to ensure seamless integration from hardware to backend, ensuring a fully integrated solution. Our experience has shown that the incredible speed and processing power of ALPR systems must be matched to an equally robust data management / data processing apparatus.

Industry advances in imaging and optics technology allow virtually all ALPR hardware vendors to promote their >95% "read rate" to potential customers. The key to an ALPR system, to us, is the ability of the system to manage the reference database (in this instance the OCIVS) and backend application and services - the data management; data storage & transmission; and citation processing system that compiles and structures the field data to produce evidence. Whether the State chooses to utilize any of the wide range of violation processing, citation generation, notification fulfillment, customer service, adjudication and reporting functions available in our turnkey data management solution, having this secure warehouse of valid field data will be critical. This program will generate very large volumes of activity, and a well-conceived administrative plan is Job 1. Whether served and stored locally by GATSO or The State, the data management operation that drives this program must conform to the rules of evidence by producing reliable, unaltered and unassailable violation events. Not only will large volumes be generated, but they must be generated following the rules of evidence. This is a critically important element of the program. GATSO has never had any of its program data altered, hacked or otherwise manipulated in over 50 years of automated enforcement.

A centralized work space where field data is organized and presented for the human interface to assess will be THE critical element of the program. Our XILUUM BackOffice can be this environment. Currently processing over one million automated photo enforcement violation events per year in the US, this web-based, highly secure Role Based Access Control system can manage every element of the violation assessment and approval process. It will interface seamlessly with your legacy systems at any stage of the data management process, up to and including a citizen access payment and contest portal. The nature of our backend is best understood in its design. It was built in-house by GATSO developers to accept and compile data - not simply imaging and detection data from our own hardware, but data from different manufacturers and disparate systems. Any form of traffic data including event images, event video, GPS-based timestamp and location data, license plate data, vehicle metrics, log data and system health data can be understood, interfaced with and compiled for use in our or your legacy backend system. Why is this point being made? Oklahoma law enforcement organizations and agencies already deploy existing ALPR hardware assets that are located throughout the state, each with the capability of being welcomed to the UVED program with a minimum

of setup. The generic architecture and framework of our backend system makes integration feasible with virtually any manufacturer's field technology.

We go to great lengths to define our data management processes and controls for each of our government and municipal partners. We realize that the DAC's program data may eventually come from a variety of sources, and centralizing the data processing system will be a challenge. We feel that our Software Development Team will be uniquely qualified to assimilate a broad range of enforcement hardware in use within the program, and ensure that consistent, reliable violation data is offloaded into our or your data management systems. In regard to project management, our Project Director Rich Kosina has overseen the construction and installation of over 1300 fixed, portable and mobile automated enforcement systems. We are experts at getting enforcement equipment into the field, and ensuring deployment uptime of that equipment.

Our proposal offers zero financial outlay to the State. Instead, payment for services would come from a revenue sharing of the State mandated fine amount. Critical public safety dollars should not be tied up in equipment purchases and program set-up costs. A well conceived, well run automated enforcement public safety program should sustain itself on revenue generated by the program. We have had much success offering this zero-cost pricing model to many governments and municipalities. Additionally, we have refined the citation administration and fulfillment element of an automated enforcement program to an extreme degree. We feel that the intense burden of the tasks required should not be borne by the State if at all possible.

We hope to be offered an opportunity to further outline our technology and project management offerings to the OMES and District Attorneys Council. There is a breadth and level of complexity to this program that our submittal cannot fully convey. We have a upfitted mobile ALPR solution and are prepared to offer a demonstration of the technology and services at your convenience. Please do not hesitate to call me at 978-922-7294 x210 if I can be of assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Andrew Noble'.

Andrew Noble - President

GATSO USA



"Certification for Competitive Bid and Contract" MUST be submitted along with the response to the Solicitation.

1. RE: Solicitation # 2200000008

2. Bidder General Information:

FEI / SSN : 75-3249780 Supplier ID: _____

Company Name: GATSO USA

3. Bidder Contact Information:

Address: 900 Cummings Center, Suite 222-T

City: Beverly State: MA Zip Code: 01915

Contact Name: Andrew Noble

Contact Title: President

Phone #: 978-922-7294 x210 Fax #: 480-315-1388

Email: a.noble@gatso.com Website: www.gatso-usa.com

4. Oklahoma Sales Tax Permit¹:

YES – Permit #: See attached certificate

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:

YES - Filing Number: See attached certificate

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – Include a certificate of insurance with the bid

NO - Attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature

1/6/2014

Date

Andrew Noble

Printed Name

President

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbus-sales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: 2200000008

Supplier Legal Name: GATSO USA, Inc.

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

1/6/2017

Certified This Date

Andrew Noble

Printed Name

President

Title

978-922-7294

Phone Number

a.noble@gatso.com

Email

480-315-1388

Fax Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Charles River Ins. Brokerage, Inc. 5 Whittier Street 4th Floor Framingham MA 01701	CONTACT NAME: Christina Wasson PHONE (A/C. No. Ext): (508) 656-1400 FAX (A/C. No): (508) 656-1499 E-MAIL ADDRESS: cwasson@charlesriverinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hanover Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: Beazley Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Co.		INSURER B: Beazley Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED GATSO USA Inc 900 Cummings Center, Suite 222-T Beverly MA 01915														

COVERAGES **CERTIFICATE NUMBER:** CL1611514243 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHNA19244401	1/12/2016	1/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Global Liability \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AHNA185020	1/12/2016	1/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHNA19244501	1/12/2016	1/12/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHNA185027	1/12/2016	1/12/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Tech Errors & Omissions Crime			W1A85B160101 105666216	1/12/2016 1/12/2016	1/12/2017 1/12/2017	Limit \$1,000,000 Limit \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

State of Oklahoma Office of Management & Enterprise (OMES) State Capitol 2300 North Lincoln Boulevard Room 122 Oklahoma City, OK 73105-4801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ellen Bohn Gitlitz/CW
--	--

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Date of Issuance: 12/13/2016

Solicitation No. 2200000008

Requisition No. 2200000501

Amendment No. 1

Hour and date specified for receipt of offers is changed: No Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

Office of Management & Enterprise Services
ISD Procurement Attn: Jessy Dang
5005 N. Lincoln Blvd, Suite 200
Oklahoma City, OK 73105
or

Jessy Dang
Contracting Officer
405 - 694 - 0941
Phone Number

Personal or Common Carrier Delivery:

Office of Management & Enterprise Services
ISD Procurement Attn: Jessy Dang
5005 N. Lincoln Blvd, Suite 200
Oklahoma City, OK 73105

Jessy.Dang@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

This amendment is in regards to solicitation 2200000008, which is publicly posted online at <https://www.ok.gov/cio/Procurement/Solicitations/2200000008.html>

Section E.3 "Pre-Proposal/Process Education Meeting" is removed from the solicitation. The pre-education is no longer provided in a meeting and is available through the video link provided in section G.3.1

Section E.4 "Post Pre-Proposal Meeting Questions" is removed. Question submission instructions are located in section E.14 "General Solicitation Questions"

Amended Attachment K has been attached removing any preferences for mobile camera units

b. All other terms and conditions remain unchanged.

GATSO USA
Supplier Company Name (PRINT)

1/5/17
Date

Brennen Swanson
Authorized Representative Name (PRINT) Title

Authorized Representative Signature



Date of Issuance: 12/21/2016

Solicitation No. 2200000008

Requisition No. 2200000501

Amendment No. 2

Hour and date specified for receipt of offers is changed: No Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

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Office of Management & Enterprise Services
ISD Procurement Attn: Jessy Dang
5005 N. Lincoln Blvd, Suite 200
Oklahoma City, OK 73105

Jessy.Dang@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

The Q&A Wiki submissions period has been extended to the following date:
December 23, 2016 at 3:00PM CT

b. All other terms and conditions remain unchanged.

GATSO USA
Supplier Company Name (PRINT)

1/5/17
Date

Brennen Swanson
Authorized Representative Name (PRINT) Title

Brennen Swanson
Authorized Representative Signature



Date of Issuance: 12/31/2016

Solicitation No. 2200000008

Requisition No. 2200000501

Amendment No. 3

Hour and date specified for receipt of offers is changed: No Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

Office of Management & Enterprise Services
ISD Procurement Attn: Jessy Dang
5005 N Lincoln Blvd, Suite 200
Oklahoma City, OK 73105
or

Jessy Dang
Contracting Officer
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Phone Number

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Office of Management & Enterprise Services
ISD Procurement Attn: Jessy Dang
5005 N Lincoln Blvd, Suite 200
Oklahoma City, OK 73105

Jessy.Dang@omes.ok.gov
E-Mail Address

Description of Amendment:

BRS 1/5/17

a. This is to incorporate the following:

This amendment is in regards to solicitation 2200000008, which is publicly posted online at <https://www.ok.gov/cio/Procurement/Solicitations/2200000008.html>

Below are the answers to received supplier questions. No further questions will be accepted

Closing date for this solicitation has not changed


1. Can the OCIVS database generate and output a hotlist file in CSV or similar format of all vehicles without insurance?
Yes. This has been done before as part of a pilot test to prove the concept.
2. Can this file include the license plate number?
The OCIVS database is under the control of the Department of Public Safety (DPS), and therefore not a known quantity, however discussions are in currently in progress between DPS and the Insurance commission which can regulate insurance companies to report any policy status changes to improve the quality of the data contained by the OCIVS database.
3. Can this hotlist be posted to a file server or FTP location on an updated basis (ex: a daily basis)?
There is no reason that a secured FTP location could not be used.

28. How long will the supplier be required to store violations once a disposition has been determined?
Due to the sensitive nature of the data, the data is to be stored on DAC servers.
29. Is there a process for handling rental and leased vehicles?
Not at this time. If possible, we would prefer to screen these vehicles out.
30. Truck trailers are typically owned and insured separately from the tractor. Will trailers be excluded?
At this time, yes.
31. Are vehicles displaying a dealer plate inclusive?
These may be excluded at this time.
32. Are State and local government owned vehicles inclusive?
No, these may be excluded.
33. Will there be an appeals process available to the vehicle owner?
Not applicable. This processed will be done by DAC staff.
34. Will we need to interface with a court system for the appeals process?
No.
35. If a vehicle is photographed several times what is the process?
We will need a procedure or capability of screening duplicates but will need parameters that can catch repeat offenses subsequent to resolution of prior violation.
36. Will the OCIVS database include license plate numbers associated with the VIN of the uninsured vehicle to create a client hot list?
Yes, that is the plan.
37. Is there an available API with protocols that are required for JustWare with required fields detailed?
There is a JustWare API, which DAC currently and pays for support and owns licensing for, which allows for importing data directly into the Case Management system.
38. Can the format of the exported Daily Uninsured List taken from the OCIVS database be described and confirmed?

This information will be provided to the selected vendor and should be able to be formatted to supplier's recommendation in a common file format
39. If no format is currently specified, can the bidding party specify one?

The exported list's format is, at this point, a rough draft and as such can be influenced by the bidding party to ensure that all the requirements have been met.

b. All other terms and conditions remain unchanged.

<u>GATSO USA</u>		<u>1/5/17</u>
Supplier Company Name (PRINT)		Date
<u>Brennen Swanson</u>	<u>Production Manager</u>	
Authorized Representative Name (PRINT)	Title	Authorized Representative Signature

CUSTOMER AGREEMENT

This Customer Agreement (“Agreement”) is made on [INSERT DATE] (the “Effective Date”), between [Insert Supplier name and address] (“Supplier”) and State of Oklahoma Office of Management and Enterprise Services, with a principal address at 5005 N. Lincoln Blvd., Suite 200, Oklahoma City, OK 73105 (the “State”).

WHEREAS, the State wishes to retain the technology and business services of Supplier to provide an automatic license plate reader system that identifies vehicles registered in Oklahoma that are actively driving on Oklahoma roads without valid insurance, as further defined in Section 3.2 of this Agreement (the “Services”), as part of the State’s Uninsured Vehicle Enforcement Program under Enrolled Senate Bill No. 359 to be codified as Title 47 O.S. Section 7-606.1 et. seq. (the “Act”); and

WHEREAS, Supplier agrees to provide the Services, including use of hardware and access to software to provide and implement an automated Uninsured Vehicle Enforcement Program (“System”), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the Effective Date and continue for a period of three (3) months or until June 30, 2017, whichever period is longer (the “Initial Term”). Upon expiration of the Initial Term, the Supplier and the State may agree in writing to renew the Agreement for up to four (4) subsequent one (1) year terms (each a “Renewal Term”) and after the fourth Renewal Term, the Supplier and the State may agree in writing to renew the Agreement for two (2) 180 day extensions (each a “Final Renewal Term Extension” and, collectively with the Initial Term and the Renewal Terms, the “Term”). Renewal Terms and Final Renewal Term Extensions are subject to renewal pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term, Renewal Term, or Renewal Extension Term.
- 1.2. Termination By Agreement. This Agreement may be terminated at any time by the mutual written agreement of Supplier and the State.
- 1.3. Termination For Cause. Either party may terminate this Agreement for cause if: (a) the other party has breached its obligations under this Agreement; (b) applicable law is amended to prohibit or substantially restrict the operation of automatic license plate reader systems, including the System being provided by Supplier; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce notices of complaint issued hereunder. The terminating party must provide fifteen (15) days advance written notice to the other party of its intent to terminate pursuant to this Section 1.3, which notice must include the reasons for the termination. In the case of a breach of this Agreement, the notice must provide the other party with an opportunity to cure the breach within thirty (30) days after receipt of the notice. No termination fee shall be required with respect to termination for cause under this paragraph. Notwithstanding the foregoing, in the event of termination based upon (b) or (c) above, Supplier or the State may suspend the System and all associated Services immediately upon the effective date of such amendment or ruling, as applicable.

- 1.4. Termination By State For Convenience. If the State terminates this Agreement for convenience at any time within the Initial Term or the first Renewal Term, then the State must pay Supplier a fee in the amount of \$X per Mobile ALPR unit and \$Y per month per Fixed ALPR unit (each as defined in Section 3.2) for each month that remains in the Initial Term as of the termination date (the “Termination Fee”). The Termination Fee must be paid within thirty (30) days after the Effective Date of Termination as defined in Section 1.5. There is no Termination Fee if the State terminates at the end of the first Renewal Term or during any subsequent Renewal Term or Final Renewal Term Extension.
- 1.5. Cessation of Activities Except Pending Complaints. On the termination date (if this Agreement is terminated for convenience pursuant to Section 1.4) or on the first day after any other date of termination or expiration of this Agreement (“Effective Date of Termination”), the image capture activities provided by Supplier under this Agreement shall cease immediately. Nevertheless, unless otherwise prohibited by law, all ALPR data in process or captured prior to the Effective Date of Termination, will continue until final disposition is reached on such complaints and Supplier will continue to provide Services related to the process leading to such judgment, if any.
- 1.6. Removal Of Hardware, Equipment; Restoration. Upon the termination of this Agreement, Supplier shall promptly retrieve all System components, as set forth in Section 3.2 and described in Exhibit A, which retrieval shall be completed no later than forty-five (45) days after the Effective Date of Termination. The State shall not charge any storage fees for any Mobile or Fixed ALPR unit during this forty-five (45) day period.

2. COMPENSATION

- 2.1. Amount. The State shall pay to Supplier the following fees for the System and related Services as set forth below:
- 2.1.1. A “Prosecution Fee” equal to W% of penalties paid pursuant to Notices of Complaint issued pursuant to this Agreement.
- 2.1.2. A “Diversion Fee” equal to \$X per diversion agreement signed as a result of ALPR data collected pursuant to this Agreement.
- 2.1.3. A “Camera Relocation Fee” (a) \$Y for any Fixed ALPR unit (as defined in Section 3.2) relocated more than twice by the State or Supplier, in accordance with Section 3.4; and (b) \$Z for any Fixed ALPR unit relocated by Supplier at the request of the State to a location where no viable pole is located.
- 2.2. Fee Payment.
- 2.2.1. Supplier shall provide an itemized invoice to the State within ten (10) days of each funds sweep from the Master Account to the State, as described in Section 3.13. Each bill issued by Supplier shall be due within thirty (30) days from the date of invoice. Any amounts not paid by the State when due shall bear interest at the rate provided by applicable law. Penalty fund sweeps to the State shall be scheduled for on or around 1st and the 15th of each month.
- 2.2.2. Fees are Sole Compensation. The fees required pursuant to this Section 2 shall be Supplier’s sole compensation for the Services described herein. Except as

explicitly set forth herein, all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the System and all related hardware and equipment shall remain the responsibility of Supplier.

3. SCOPE OF WORK

- 3.1. Supplier Project Manager. Supplier will designate one Supplier employee as the State's principal contact at Supplier ("Supplier Project Manager").
- 3.2. The System. The System provided by Supplier to the State shall consist of automatic license plate readers mounted on a vehicle or trailer (each a "Mobile ALPR unit") and fixed location automatic license plate readers installed at locations mutually agreed by Supplier and the State based on community safety and traffic needs (each a "Fixed ALPR unit"), and all technology required for ALPR data processing described herein.
- 3.3. Location of Fixed and Mobile ALPR Units. Fixed ALPR units will be installed by Supplier on State owned or controlled poles at the selected enforcement locations. The State will provide Supplier with access to such poles and electricity for operation of the Fixed ALPR units on such poles at no charge to Supplier. In the event that there is no feasible pole located at an identified enforcement location, Supplier will install a pole at such location subject to the additional terms and conditions set forth in Exhibit B. Mobile ALPR units will be deployed at locations within the right of way or a permitted site within a right of way under the jurisdiction of the State.
- 3.4. Initial Locations; Relocation; Training. Fixed ALPR units will initially be installed at the locations identified by the State and agreed in writing by Supplier. Each Fixed ALPR unit installed on a State owned or controlled pole will remain installed in a single location for a minimum of three (3) months. Upon ten (10) days prior written notice from the State, Supplier will move a Fixed ALPR unit to a State owned or controlled pole at a new enforcement location identified by the State in the manner described in Section 3.3. If the State requests that any such Fixed ALPR unit be relocated by Supplier or the State more than twice following this three (3) month period, the State will incur a Camera Relocation Fee as set forth in Section 2.1.3(a). If the State requests at any time during the Term that a Fixed ALPR unit be relocated to a location without an available State owned or controlled pole, the State will incur a Camera Relocation Fee as set forth in Section 2.1.3(b). The State may elect to have Supplier train one (1) or more technical staff members in how to move an installed Fixed ALPR unit to a new intersection approach, including how to attach and align the Fixed ALPR unit, as well as how to coordinate with Supplier personnel for necessary technical adjustments for a new enforced location. Once State designees have completed such training, upon seven (7) days prior written notice from the State, such designees may relocate a Fixed ALPR unit on a mutually agreed date and time in accordance with such training to an intersection approach with a viable city owned or controlled pole. The State shall be responsible for any damage to a Fixed ALPR unit incurred during, or as a result of, any relocation by the State.
- 3.5. 24-Hour Operation. Supplier shall operate the server components of the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, including System maintenance and repairs as set forth in Section 3.6, and Force Majeure as set forth in Section 5.6.
- 3.6. System Maintenance; Repairs. Supplier shall maintain the System and shall promptly repair or replace any damaged or defective equipment at its own expense except if the damage was caused by the negligent operation of a Mobile ALPR unit or a State owned or controlled vehicle.

Supplier will perform annual calibration of the Fixed ALPR units upon request of the State. Supplier shall perform preventative maintenance and cleaning of System components on a regularly scheduled basis. Supplier will use commercially reasonable efforts to notify the State and initiate repairs to the System within seventy-two (72) hours after identification of any damage, defect, or material issues relating to calibration or accuracy of speed measurement.

- 3.7 System Upgrades. In the event Supplier makes upgrades to the software or related performance capabilities of the System generally available to its customers, Supplier will provide such upgrades without charge to the State.
- 3.8 State Personnel Training. Supplier will provide System training, including training documentation, to State personnel designated by the State.
- 3.9. Images and Data; Notice Package. Supplier will upload encrypted ALPR images and embedded data to a Supplier server in a timely manner. Supplier shall correlate images and data with OCIVS records, and shall assemble the images and data into an electronic notice package (a "Notice Package") in such a manner so as to allow the State to carry out those responsibilities set forth in Section 4.4 of this Agreement.
- 3.10. Processing Of Notice Package. Supplier shall process Notice Packages through a system that utilizes commercially reasonable security protocols and that shall be accessible by State's personnel through the internet to review, and approve or reject, each such package before a notice of complaint is issued related to that ALPR data. Supplier shall notify the State of the list of supported web browsers for accessing this system. Supplier will use commercially reasonable efforts to process images and send a Notice Package to the State for review promptly and shall provide reasonable aid and assistance in the prosecution of notices of complaint issued pursuant to this Agreement.
- 3.11. Notices of Complaint. After the State's review and approval of a Notice Package as set forth in Section 4.4, Supplier shall issue a notice of complaint with images and data related to the notice of complaint by mail. The notice of complaint shall include images of the alleged traffic law infraction, and shall be in a form mutually agreed upon by the parties. The System shall allow the registered owner or owners of a cited vehicle to review the images and data related to the notice of complaint, through the web-portal by using a unique identifier code issued as part of the notice of complaint. Additionally, Supplier will maintain a toll-free telephone number for registered owners to discuss notices of complaint and make payments, within the hours of 8:00 a.m. to 5:00 p.m. (SRT) Monday through Friday, not including local and U.S. official holidays. With respect to any registered owner who has not paid the notice of complaint within X days of mailing of the notice of complaint, Supplier shall send a 2nd notice, which shall also include language requiring the violator to pay and all costs of collection activity with respect to such notice of complaint, in a form mutually agreed upon by the parties.
- 3.12. Payment Methods. Supplier shall provide the registered owner or owners of a cited vehicle the following payment methods: "pay by web," "pay by telephone," and "pay by mail" for the payment of notices of complaint issued through the System. Supplier may pass through to violators any reasonable credit card convenience fees imposed upon Supplier by its suppliers for penalties paid by credit card ("Credit Card Convenience Fee"). Any registered owner that does not wish to pay the Credit Card Convenience Fee may remit payment to Supplier by mail in the form of a money order or check. The State shall have no obligation for the payment of any Credit Card Convenience Fees.
- 3.13. Collection of Infraction Fees. Supplier will collect infraction fees from those who voluntarily pay in response to notices issued by Supplier, and shall place such fees in a separate account with a banking institution approved by the State ("Master Account"). The account shall be

established in a manner which permits: (a) funds to be swept to a State-designated bank account by Supplier; and (b) and for the State to have viewing rights to the Master Account.

- 3.14. Further Action by State. If a registered owner disputes ownership of the vehicle at the time of detection by the ALPR System and a different owner is identified by the recipient of the notice of complaint, then Supplier will reissue the notice of complaint to that different vehicle owner within ten (10) days after such identification
- 3.15. Storage Of Notice Packages. Supplier will store all captured ALPR data and images pursuant to the policy established by the State and communicated to Supplier prior to the Effective Date. The State shall have reasonable access to the Notice Packages during the storage period.
- 3.16. Reports. The System shall include reporting capability which shall permit the State to obtain statistics relating to the functioning of the System, as required by Section 1(E) of the Act.
- 3.17. Public Awareness. Supplier shall assist and support the State's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Supplier shall provide the State with a pamphlet that the State may reproduce and distribute to State residents; such pamphlet shall include a description of the operation of the System in non-technical terms.
- 3.18. Insurance. Supplier shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.18.

3.18.1. Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation:	statutory
Employer's Liability:	statutory

This insurance shall provide that coverage applies to the State of Oklahoma.

- 3.18.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
- 3.18.3. Comprehensive General Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
- 3.18.4. Umbrella Liability with limits not less than \$2,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in 3.18.1 through 3.18.3 above.
- 3.18.5. Supplier shall list the State as an additional insured under all of the policies described in this Section 3.18 and shall file with the State certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.18 prior to commencing work on the System.

4. STATE RESPONSIBILITIES

- 4.1. State Project Manager. The State will designate one State employee as Supplier's principal contact at the State ("State Project Manager").

- 4.2. Cooperation. The State will cooperate with Supplier during all aspects of the planning, installation, implementation, and operation of the System and perform any other State obligations set forth in this Agreement.
- 4.3. Operation of Mobile ALPR Units. In order to promote community safety, the State agrees to: (a) utilize each Mobile ALPR unit for at least X hours per week; (b) follow reasonable industry practices in the usage of Mobile ALPR units; and (c) download all violations detected by the Mobile ALPR unit in a timely manner. If, during any four (4) consecutive weeks during the Term, the State fails to utilize one (1) or more Mobile ALPR unit for at least Y hours per week, in addition to any other remedies it may have hereunder, Supplier may, at its sole discretion, remove any such Mobile ALPR unit that has been underutilized from the Service.
- 4.4. Review Of Notice Packages. The State will provide sworn community service officers or any other State employee designated by the State to carefully review each Notice Package to verify whether it meets the criteria set forth in Section 1(D) of the Act (“Compulsory Insurance Requirements”). If the State determines that the Notice Package fails to meet the Compulsory Insurance Requirements, the State will further: (a) direct the Supplier to send a notice of complaint to the vehicle owner with a referral to the Uninsured Vehicle Enforcement Diversion Program; or (b) direct the Supplier to send a notice of complaint to the vehicle owner without a referral to the Uninsured Vehicle Enforcement Diversion Program. If the State determines that the Notice Package does not meet the criteria set forth in the Compulsory Insurance Requirements, the State Project Manager will report to Supplier the basis for such determination. The State is solely responsible for determining which vehicle owners identified by Supplier are issued as notices of complaint.
- 4.5. Access to Information Services. The State will provide Supplier with access to the online verification system for motor vehicle liability policies to permit Supplier to perform the Services described herein.
- 4.6. Collection of Unpaid Fines. In the event a vehicle owner fails to pay or contest a penalty assessed or a fee agreed in a diversion agreement, the State shall refer such matters to a third party collections agency or law firm to recover all costs of the fines, including collections costs and expenses for failure to pay in a timely manner. Any revenue received through the collections process described in this Section 4.6 will be deemed a Prosecution Fee or Diversion Fee collected for the purposes of Section 2.1. In the event that the State fails to timely engage a collections agency or law firm, Supplier or its subcontractor may, at its option and expense, retain such an agency to recover such fines and costs, and any amounts recovered by Supplier in this manner will be subject to the terms of this Agreement.

5. GENERAL PROVISIONS

5.1. State Indemnification Obligations.

To the extent not prohibited by the constitution or laws of the State of Oklahoma, the State shall indemnify, defend, and hold harmless Supplier and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to equipment suppliers and installers) (the “Supplier Indemnitees”) from and against any and all third party claims arising out of or related to:

- a. any material breach of the representations and warranties of the State set forth in Section 5.5.2;
- b. negligence or misconduct of the State or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Supplier Indemnitee;
- c. the validity of the results of the State's use of the System or any portion thereof; or the validity of any notice of complaint issued, prosecuted, and collected as a result of the State's use of the System except to the extent caused by Supplier's failure to comply with the terms of the Agreement.

5.2. Supplier Indemnification Obligations.

Supplier shall indemnify, defend, and hold harmless the State and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under or in concert with them (the "State Indemnitees") from and against any and all third party claims arising out of or related to:

- a. any material breach of the representations and warranties of Supplier set forth in Section 5.5.1;
- b. negligence or misconduct of Supplier or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any State Indemnitee; or
- c. a claim that the System infringes the copyright or U.S. patent of a third party. In the event such a claim is made or appears likely to be made, Supplier will either: (a) enable the State to continue to use the System, (b) modify the System to render it non-infringing; or (c) replace the System with a replacement System at least functionally equivalent. If Supplier determines that none of these alternatives is reasonably available, Supplier shall have the right to terminate this Agreement effective immediately.

5.3. In the event of any third party claim, action, or demand for which a party seeks indemnification from the other pursuant to this Section 5 (each a "Claim"), the Indemnified Party must give the Indemnifying Party written notice of such Claim promptly after the Indemnified Party first becomes aware of it. The Indemnifying Party will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Indemnified Party, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Indemnifying Party will have the right to participate in the defense of the Claim at its sole expense.

5.4. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTIONS 5.1 AND 5.2: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR

EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE FEES PAID OR PAYABLE BY THE STATE TO SUPPLIER PURSUANT TO SECTION 2.1 DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

5.5. Representations and Warranties.

5.5.1. Supplier represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement;
- b. the System is provided and will continue to perform in accordance with this Agreement;
- c. the Services described herein will be performed in a workmanlike and professional manner with due care and skill;
- d. it will perform the Services described herein in compliance with all applicable laws;

5.5.2. The State represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement and that it has complied with any and all applicable procurement requirements in connection therewith; and
- b. it will utilize the System in compliance with all applicable laws.

5.5.3. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.5:

- a. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- b. SUPPLIER MAKES NO WARRANTY THAT THE SERVICES AND/OR SYSTEM WILL MEET THE STATE'S REQUIREMENTS, OR THAT THE SERVICES AND/OR SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SUPPLIER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR SYSTEM.

5.6. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder due to a Force Majeure Event. "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (ii) are beyond the control of the party

obligated to perform, and (iii) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.

- 5.7. Relationship between Supplier and State. Supplier is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.
- 5.8. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Supplier may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, the Services, including but not limited to maintaining a local office, maintenance and repair of Systems, processing, printing and mailing notices of violation, customer service and public education, may be provided under this Agreement by Supplier, Supplier Affiliates, or third party subcontractors under contract to Supplier. For the purposes of the Agreement, "Affiliate" means, with respect to Supplier, any entity that, directly or indirectly, is controlled by, controls or is under common control with Supplier. For purposes of the Agreement, "control" means, with respect to any entity, the direct or indirect ownership of more than fifty percent (50%) of the voting or income interest in such person or the possession otherwise, directly or indirectly, of the power to direct the management or policies of such entity.
- 5.9. Escalation Procedure. The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement.
- 5.9.1. When a conflict arises between the State and Supplier, the project team members will first strive to work out the problem internally.
- 5.9.2. If the project team cannot resolve the conflict within five (5) business days, the State Project Manager identified pursuant to Section 4.1 and the Supplier Project Manager identified pursuant to Section 3.1 will meet to resolve the issue.
- 5.9.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, the signatories to this Agreement will meet within five (5) days to resolve the issue.
- 5.9.4. If the conflict remains unresolved as described in Section 5.9.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2.
- 5.9.5. During any conflict resolution, Supplier agrees to provide those Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict and the State agrees to pay invoices per the Agreement.

- 5.10. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, without regard to its conflicts of laws principles. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in Oklahoma, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.
- 5.11. Entire Agreement; Amendment. This Agreement and its Exhibits constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and its Exhibits may only be amended by a writing specifically referencing this Agreement which has been signed by authorized representatives of the parties.
- 5.12. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.
- 5.13. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.14. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.
- 5.15. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit with UPS or DHL, or immediately if by confirmed facsimile or electronic mail, to the parties as follows:

State: [insert]

Supplier: [insert]

IN WITNESS WHEREOF, Supplier and the State have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:
Supplier

Agreed to:
State of Oklahoma

By _____
Authorized signature

By _____
Authorized signature

Date:

Date:

Attested to:

Attested to:

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

DRAFT

EXHIBIT A

As set forth in Section 3.2, Supplier will provide the following:

Mobile ALPR units

Fixed ALPR units

DRAFT

EXHIBIT B

Additional Terms and Conditions for Installation of Poles

In the event that Supplier is required to install one (1) or more poles pursuant to Section 3.3 or Section 3.4, the following additional terms and conditions shall apply:

- A. Obtaining Permits. Supplier shall prepare all permit applications, design drawings or other related documents as may be reasonably required by any governmental entity for the installation and operation of the poles. The State will provide to Supplier, at no cost, all State permits necessary for the operation of the System and provision of the Services provided Supplier meets the minimum requirements for such permits. Supplier will use commercially reasonable efforts to obtain any other necessary permits for the poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the System. The State will reasonably assist Supplier in securing necessary permits from other governmental agencies, as required.
- B. Installation. Supplier will commence installation of the poles within ten (10) business days after any and all necessary permit applications have been approved and such permits have been received. Supplier shall not be responsible for any delays associated with the failure of any government entity to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any government owned or controlled equipment at any intersection where the System will be installed, such upgrades shall be the sole responsibility of the State. Supplier may elect to add a separate circuit breaker to the traffic control system power source to obtain electric power for the System. Supplier will use commercially reasonable efforts to complete installation of the System in a timely manner.
- C. Fees. For any pole installed by Supplier pursuant to Section 3.3 or 3.4 and this Exhibit B, the State shall pay to Supplier the Camera Relocation Fee set forth in Section 2.1.3.
- D. Removal Of Hardware, Equipment; Restoration. Upon the termination of this agreement, Supplier shall remove any poles and related equipment and restore such intersections to substantially the same condition as existed prior to this Agreement. Notwithstanding the foregoing, Supplier will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Supplier shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

Attachment A – RFP Cover Page and Declaration

The Vendor must complete and submit this Attachment. This Attachment shall be the cover page for the Vendor's Proposal.

Request for Proposal	2200000008
RFP Name	Uninsured Vehicle Enforcement Diversion Program

Vendors Name:	GATSO USA
Address:	900 Cummings Center, Suite 222-T
City:	Beverly
State:	MA
Zip Code:	01915
Point of Contact for this RFP:	Andrew Noble
Phone:	978-922-7294
Fax:	480-315-1388
Email:	a.noble@gatso.com

The following documents are required for this proposal (please mark off each document to acknowledge that you have submitted the document in the proper format):

- ✓ **Attachment A** Complete and staple as cover page in your proposal (no binders)
- ✓ **Attachment B** Fill in all required information on Cost Proposal Form
- ✓ **Attachment C** Fill in all required information on Contract Schedule
- ✓ **Attachment D** Complete and submit the Project Capability Checklist which includes: Level of Expertise, Risk Assessment, and Value Added.
- ✓ **Attachment E** Complete and submit Level of Expertise Capability Information. Submit references for each LE claim listed.
- ✓ **Attachment F** Complete and submit Risk Assessment Information
- ✓ **Attachment G** Complete and submit Value Added Information

Attachment B – Cost Proposal and Supplier Information

PROJECT COST PROPOSAL

Year 1: Project Rate: \$80.00 (eighty dollars) per paid citation / Initial Implementation
Year 2: Project Rate: COLA + YR 1 / Annual Service Renewal
Year 3: Project Rate: COLA + YR 2 / Annual Service Renewal
Year 4: Project Rate: COLA + YR 3 / Annual Service Renewal
Year 5: Project Rate: COLA + YR 4 / Annual Service Renewal

- **Suppliers are to provide a single overall price for the project on this page. On a separate page suppliers are to provide a detailed breakdown of the pricing and inclusions (e.g. – includes 1 graphic designer @ \$X / hr, estimated x number of hours, licensing fees, etc). Breakdown required to maintenance as well to clarify what and how much is included in provided pricing. Any items or services outside or additional to the project scope should be submitted in the value added submission.**

CRITICAL INDIVIDUAL COMPONENTS

Name of Vendor:

GATSO USA

Name of Critical Individual 1:

Andrew Noble

Name of Critical Individual 2:

Rich Kosina

PRICING DETAIL AND EXPLANATION

GATSO will provide a fully turn-key program for an ALPR based fixed and mobile solution and program management. All installation and equipment costs, service and maintenance costs, data management and software, violation processing and services costs, community awareness costs, and all other costs related to the scope of work needed; are included in the \$80.00 per paid citation.

The fee will be \$80.00 per paid citation.

Attachment C – Contract Schedule

CONTRACT DURATION

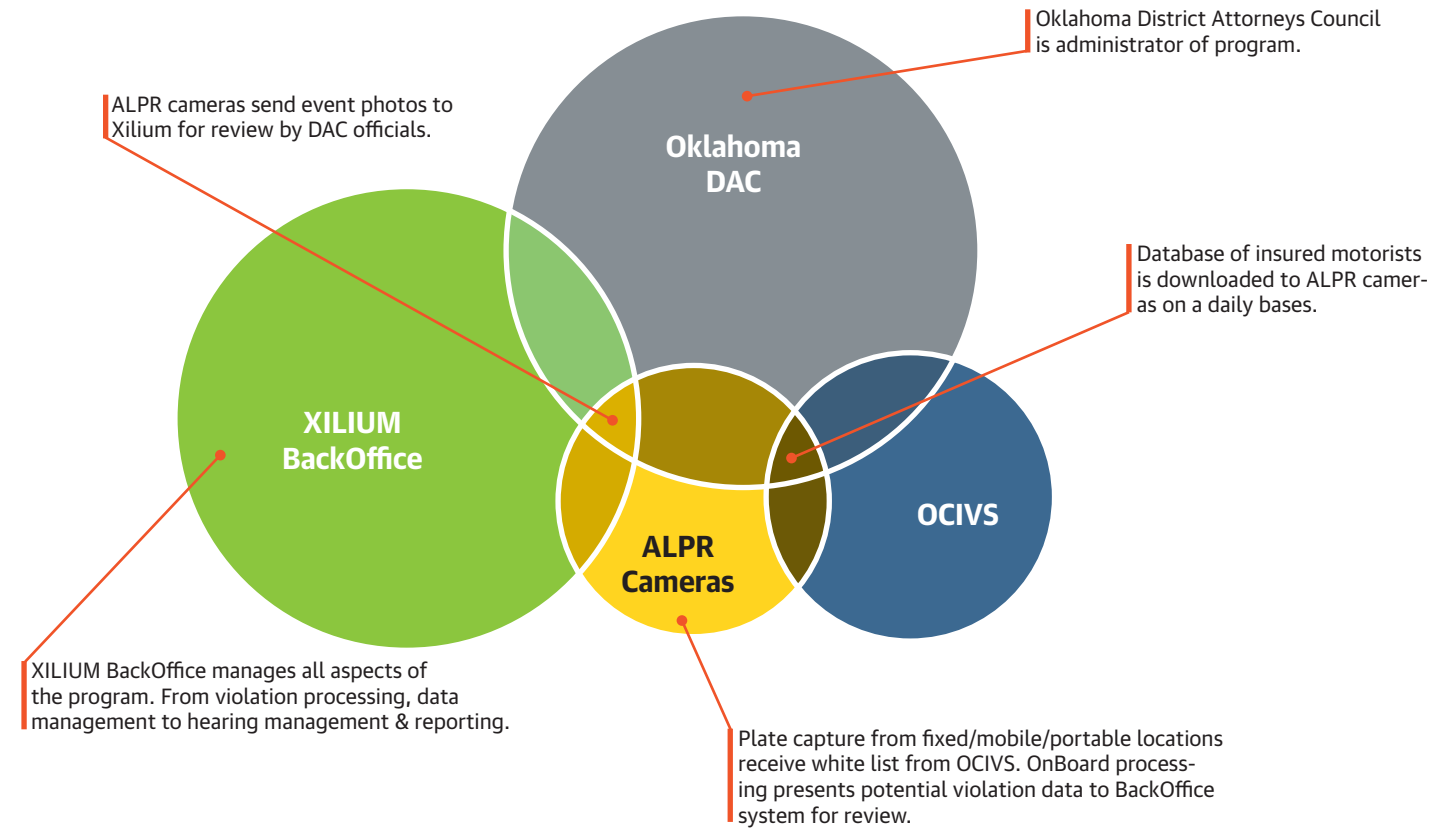
Contract Duration: 8 weeks (Calendar Days)

Note: The Contract Duration should include the total time from the anticipated authorization to proceed date to substantial completion. This must include time to complete all of the steps of the executive search process.

Contract Duration (Total Time): 8 weeks + contract term
(eg. 5 year management contract) (Calendar Days)

Respondent must also attach a draft project MILESTONE schedule that starts from the anticipated authorization to proceed date to completion of service.

Milestone Schedule



DISTRICT ATTORNEYS COUNCIL

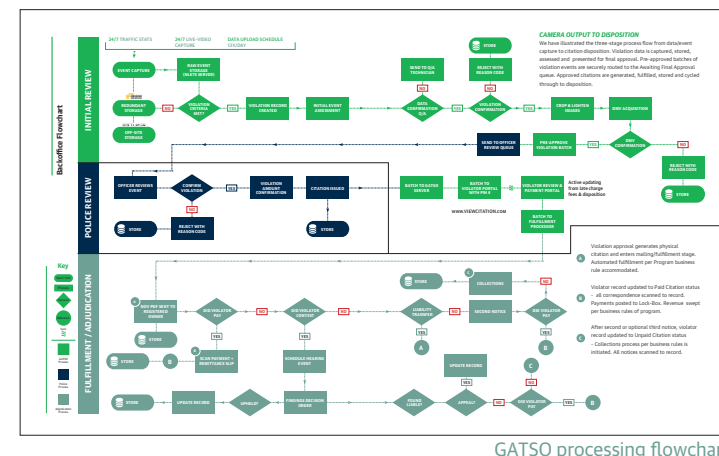
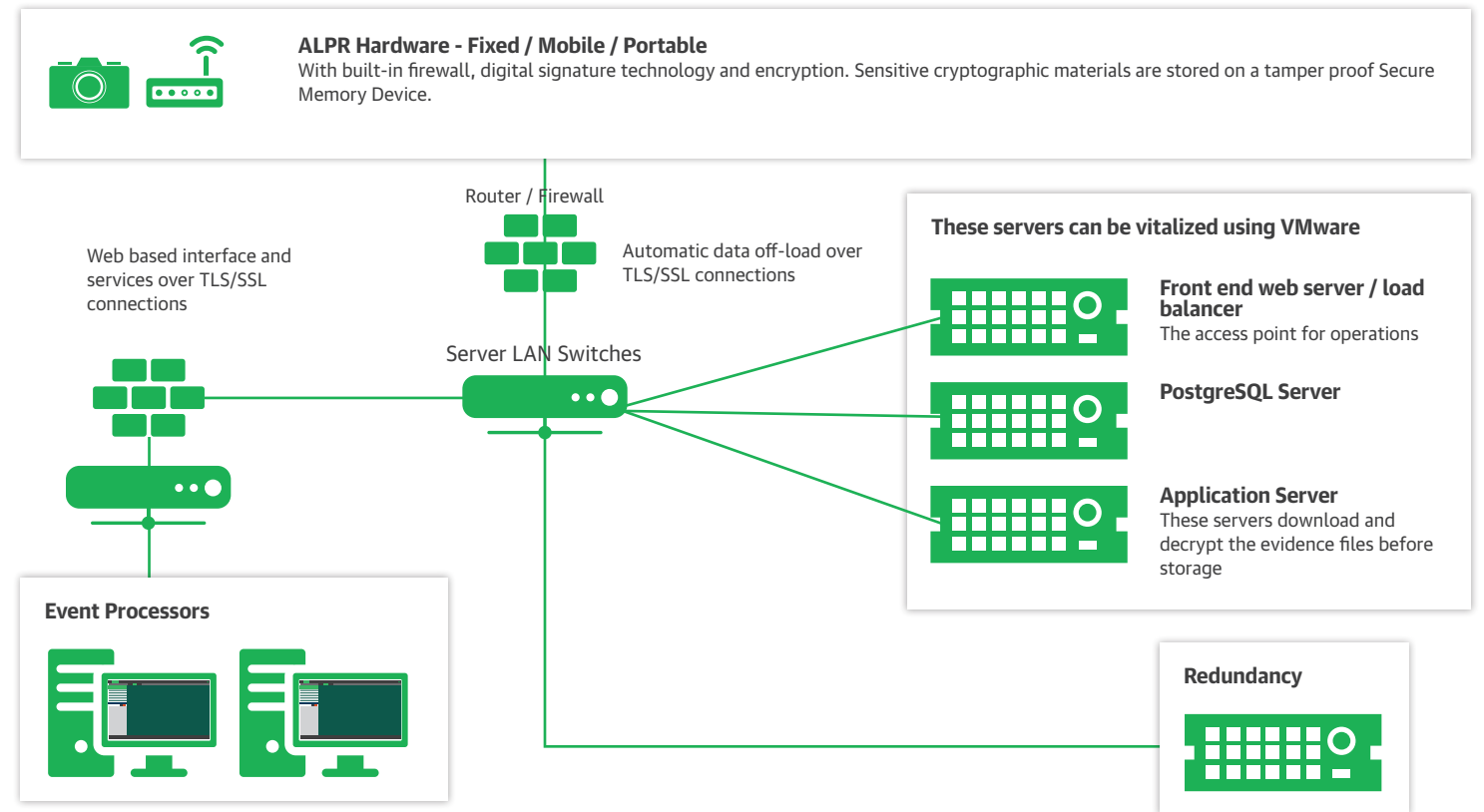


Hardware technology and software technology will drive operational and administrative activities. Operational oversight will be centralized to the DAC. This is a sophisticated, zero-cost solution for the State. This is a program that is prepared to utilize existing ALPR assets in addition to newly deployed ALPR units. The critical data management element will be driven by a proven, secure, robust solution. The system will be fully compliant with the rules of evidence for automated enforcement programs.

Oklahoma DAC UVED Project Launch Timeline

- »» Review and refine project implementation plan with project leaders; design data management parameters and procedures
- »» Define & design hardware deployment schedules and payment processing procedures
- »» Configure software development kits, commission hardware buildout schedules and develop testing protocols to ensure functionality
 - »» Procure delivery of ALPR Systems and related hardware technology
 - »» Perform installation and testing of field technology
- »» Perform initial training in enforcement, maintenance, and backoffices systems program elements
 - »» Develop policies and procedures standards; define reporting and compliance schedules
 - »» Perform post-implemmentation review for final acceptance
 - »» Perform public outreach

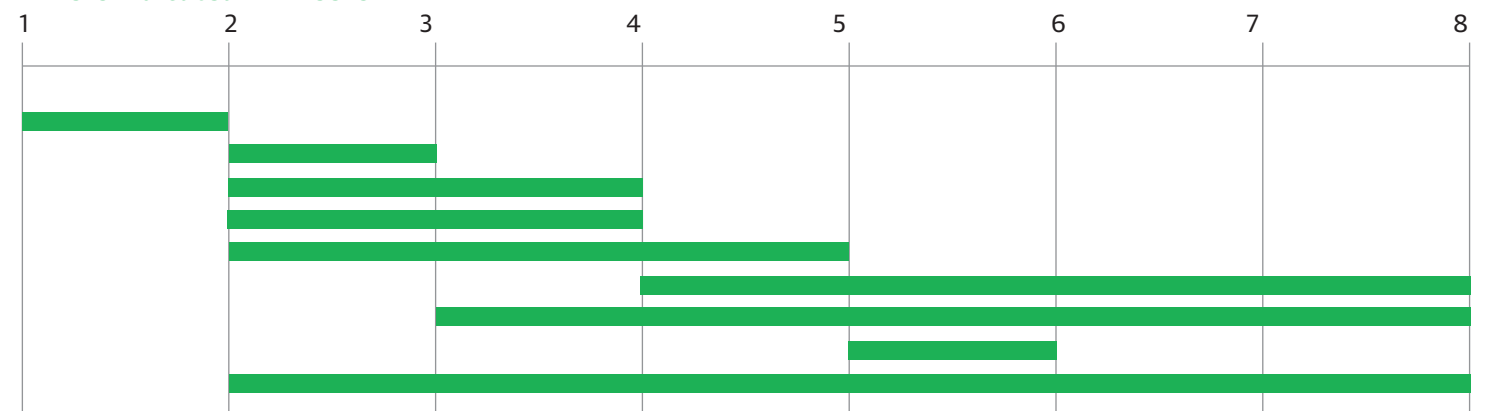
All anticipated deliverables can be modified per direction of the State. Timeline is flexible per program requirements.



Offloading and Processing

Above is our typical data management system flow. To the left is our typical evidence processing & administrative data flow. Note the complexity of these processes. Data privacy and security will be paramount. Our backend systems will compile and process all captured events, and maintain these events in a centralized, accessible, web-based application for use by GATSO and DAC officials.

Time is indicated in "weeks"



Attachment D

Level of Expertise, Risk Assessment, and Value Added Submittal Checklist and Format

The Respondent must complete and submit this checklist along with the Level of Expertise (LE), Risk Assessment (RA), and Value Added (VA) Submittal. This Checklist is not counted in the 6-page LE, RA, VA submittal limit. Failing to answer, or answering “No” to any of the questions below may result in disqualification.

Level of Expertise is 2 pages each

Risk Assessment is 2 pages each

Value Added is 2 pages each

1. Is your LE, RA, VA Submittal 6 pages or less? ✓ Yes No
2. Do you understand that your LE, RA, VA Submittal can NOT contain any names, past projects, or information that may be used to identify who your firm is? ✓ Yes No
3. Do you understand that you have to use the LE, RA, VA Submittal templates provided in this RFP and that you are NOT allowed to re-create the Submittal Templates (cannot alter font size, add colors, add pictures, etc) or handwrite your responses? ✓ Yes No
4. Do you understand that the contents of LE, RA, VA Submittal will become part of the Contract? ✓ Yes No
5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? ✓ Yes No

Attachment E

Level of Expertise Plan

This template should be used. The Level of Expertise Plan should identify the Respondent's **capability to meet the project's requirements** with a plan that meets time and cost goals. The capability claims should be prioritized (list the most important claims first). The Respondent may add or delete Level of Expertise Claim table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in your Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Level of Expertise #1 *We are the inventor of automated photo traffic enforcement.*
Claim:

Documented Performance: *A 57-year legacy of innovation is ongoing. Every major advance in photo enforcement was designed by our company.*

Level of Expertise #2 *We have more automated photo enforcement hardware in operation than all other companies combined.*
Claim:

Documented Performance: *Over 50,000 installations in 60 countries around the world. This fact speaks to a worldwide respect of our technology and services.*

Level of Expertise #3 *Our technology enjoys the highest level of industry acceptance.*
Claim:

Documented Performance: *We have never lost a court case in any jurisdiction based on the the capabilities and reliability of our technology.*

Level of Expertise #4 *We are the only major manufacturer that both partners with and utilizes data storage from the National Law Enforcement Telecommunications System (Nlets)*
Claim:

Documented Performance: *We are opening our 3rd Nlets-approved Processing Facility within the next several months.*

Level of Expertise #5 *We helped define the industry standard for radar-based speed detection.*
Claim:

Documented Performance: *We were asked to define the OMIL standard for worldwide speed radar detection.*

Level of Expertise #6 *Our Project Manager is one of the most highly respected professionals in the industry.*
Claim:

Documented Performance: *Project Manager was a leading member of the International Association of the Chiefs of Police Technical Committee for photo-enforcement, and was the long-standing Chairman of IACP RADAR Committee.*

Level of Expertise #7 *We have our own internal software development team.*
Claim:

Documented Performance: *Most automated enforcement companies farm out their application development or utilize off-the-shelf systems. Internal costs can be prohibitive to less-capitalized companies.*

Level of Expertise #8 *We utilize both internally designed ALPR technology and vendor-based technology.*
Claim:

Documented Performance: *Our designed and tested SDKs are tested and ready for a number of major hardware manufacturers.*

Level of Expertise #9 *ALPR Camera vendor is an ISO9001:2008 Quality Management Systems certified organization.*
Claim:

Documented Performance: *Vendor has in place an accredited quality management system that is continuously monitored and updated to ensure that all products and Services offer the highest standards of quality, reliability and industry compliance.*

Attachment F Risk Assessment Plan

This template should be used. The Risk Assessment Plan should address the risks that the Respondent does NOT control. The risks should be prioritized (list the greatest risks first). The Respondent may add or delete Risk table templates, but do not exceed the 2-page limit for this section. Do NOT include any identifying information in the Plan. Information listed under the “Documented Performance” line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Risk #1:	Description Hardware performance from disparate vendors may vary in quality.
Risk Impact / Why is this a Risk?	Captured violations drive the deterrent goals of the program; unrealized revenue can affect program success and downstream safety programs driven by program revenue.
Solution:	Extensive testing of the various interface kits is essential to ensure hardware uptime.
Documented Performance:	Vendor has successfully integrated a number of distinct hardware technologies within existing and ongoing automated enforcement projects.

Risk #2:	Description Adoption of technology by Districts and LEOs may be insufficient.
Risk Impact / Why is this a Risk?	Deterrent goals of the program will not be fully realized.
Solution:	Work with DAC liaisons to promote benefits of the program Statewide.
Documented Performance:	TBD

Risk #3:	Description Quality control of the program based on business rules and statute may be difficult to monitor.
Risk Impact / Why is this a Risk?	Evidentiary nature of the program output may not be in accord with standard practices.
Solution:	Centralizing operational and administrative functions.
Documented Performance:	All vendors current programs operate in this manner.

Risk #4:	Description End Users may not be proficient in the operation of the prospective backoffice application.
Risk Impact / Why is this a Risk?	Quality control could suffer with resultant public dissatisfaction.
Solution:	Extensive end-user training will be provided on the backoffice application.
Documented Performance:	Police departments across the country rely on vendor’s processing staff to process qualified events into violations. It frees LEOs from administrative tasks.

Risk Description #5:

Administrative operation may be unprepared for the volume of violation activity.

Risk Impact / Why is this a Risk?

Overwhelming the process can lead to costly errors financially, and will be noticed in the court room. Standard office print/processing machines are not capable of automatically handling large volumes of PDF documents. In addition, high volume folding/inserting equipment and mail meters are expensive and require long term leasing and maintenance contracts that only make sense in a true high-volume production environment.

Solution:

Choosing a vendor with in-house production already up and running will remove the burden from the DAC and eliminating the possibility of errors, financial burden and paper/envelope inventory management.

Documented Performance:

Thousands of tickets are produce in-house every day with one employee. Printing and fulfilling equipment can easily accommodate added volume from UVED program with no changes to current operations resulting in a seamless deployment of the UVED program.

Risk Description #6:

Statute-driven performance objectives may not be met.

Risk Impact / Why is this a Risk?

Failure to comply with the rules of evidence will be destructive to an automated enforcement program.

Solution:

FBI CJIS conformity must be rigidly maintained. NLETS approval is required.

Documented Performance:

Vendor has a proven track-record of administrative compliance in high-volume automated enforcement projects.

Attachment G Value Added Plan

This template must be used. The Value Added Plan should identify any **value added options or ideas that may benefit the Owner**. The value added claims should be prioritized (identify the most important claims first). The Respondent may add or delete Value Added Claim table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in the Plan. Information listed under the “Documented Performance” line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Item #1 Claim:	<i>Integrate existing Oklahoma PD vehicle mounted ALPR cameras currently in use to download OCIVS white list. Through a to-be-developed SDK vendor can link any ALPR camera to backoffice system.</i>
How will this add value?	<i>Less hardware to purchase. Increases reach of program with minimal effort.</i>
Documented Performance:	<i>TDB</i>
Cost Impact (%):	<i>SDK interface price</i>
Schedule Impact (%):	<i>Minimal</i>
Item #2 Claim:	<i>All OCIVS data management and filed evidence data management can be served and stored by vendor.</i>
How will this add value?	<i>Centralized warehousing of data is always more cost effective.</i>
Documented Performance:	<i>Most US photo enforcement programs operate in this manner. All vendors programs operate in this manner.</i>
Cost Impact (%):	<i>Part of our turnkey pricing.</i>
Schedule Impact (%):	<i>Minimal</i>
Item #3 Claim:	<i>Choosing a managed service vendor over a hardware only vendor eliminates need for a complex redesign of data management processes.</i>
How will this add value?	<i>Decrease burden on State. Keeps vendor accountable for security and compliance.</i>
Documented Performance:	<i>All current vendor programs must adhere to the strictest software and data security measures.</i>
Cost Impact (%):	<i>None – Part of turnkey pricing</i>
Schedule Impact (%):	<i>None</i>
Item #4 Claim:	<i>Turnkey vendor can quickly scale up production as DAC brings on more counties and adds field equipment.</i>
How will this add value?	<i>Increase revenue with minimal impact.</i>
Documented Performance:	<i>A current program the vendor operates started at 10 cameras and quickly brought 18 more online over the course of a few months. Back office software automatically accepts new cameras once configured.</i>
Cost Impact (%):	<i>New camera cost</i>
Schedule Impact (%):	<i>Minimal</i>

Attachment H

Clarification / Pre-Award Phase Guide

1. Overview

- a. The clarification/Pre-Award Period is not a negotiation period. Respondent will not be permitted to modify their cost/fee/financial rate, project durations, or project team unless the State requests changes. The Clarification/Pre-Award Period is started by the notification of the best value vendor, and ended by the final presentation to the State after all issues have been addressed. If the State is not satisfied during the Clarification/Pre-Award Phase, or upon completion of the Pre-Award Meeting, the State may consider another Respondent for potential award (this Respondent would also have to conduct a Pre-Award Meeting). If the State is satisfied with the potential best-value Respondent, they will proceed to issue and Award and Contract.
- b. The Pre-Award Phase is carried out prior to the signing of the contract. The State's objective is to have the project/service completed on time, without any contractor cost increases, and with high customer satisfaction. At the end of the project, the State will evaluate the performance of the Respondent based on these factors, so it is very important that the Respondent preplans the project to ensure there are no surprises.
- c. It is the Respondent's responsibility to ensure it understands the scope of the project and clearly identify what they are delivering. It is the State's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed. It is the Respondent's responsibility to manage and mitigate the risk of the project.
- d. The Pre-Award Phase provides the Respondent with a final opportunity to identify "what is in" and "what is out" of their proposal. This is attached with a milestone schedule and a cost, and proposed schedule of values. The State has the right to accept or deny this proposal. The State also has a right identify their perceived risks, concerns, and issues which it will require the Respondent to mitigate and manage. The major products of the Pre-Award Period include the scope of the project, the milestone schedule, the Risk Management Plan (RMP), the cost breakout of the project, and the weekly risk report (WRR). The pre-planning should include all coordination and identification of all risks that cannot be controlled by the Respondent.
- e. In many cases, one of the Respondent's biggest risks (in terms of delivering the service with high satisfaction) is the State. Therefore, it is in the Respondent's best interest to identify any issues or concerns ahead of time during the pre-award phase. The Respondent should minimize their risk by creating documentation that assists them to be proactive in mitigating risk.

2. Pre-Planning and Coordination

- a. Respondents may be required to provide the State with supporting documentation of any information listed in their submittals before entering the Pre-Award Phase.

Attachment H

Clarification / Pre-Award Phase Guide

- b. Once the best value Respondent is notified, the State may provide a list of risks identified by the other Respondents and a list of any State issues or concerns.
- c. The State requires that the Respondent attend a Kick-Off Meeting to present their proposal, the milestone schedule, their risk management plan (RMP), and to seek additional issues or concerns that the State may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Respondent is required to perform the following functions as part of, or in preparation for, this Kick-Off Meeting:
 - i. Ensure that the State Project Manager has invited all State stakeholders and participants to the meeting.
 - ii. Present the scope of their services (“what is in” and “what is out”).
 - iii. Present their milestone schedule and their risk management plan (RMP). This includes risks and potential mitigation to the risks.
 - iv. Identify State responsibilities.
 - v. Present their Weekly Risk Report (WRR) format.
 - vi. Identify any risks presented by State.
 - vii. Listen to concerns, issues, and comments from stakeholders.
 - viii. Propose a schedule to finalize Pre-Award Period and the contract documents.
- d. Once the Pre-Award Kick-Off meeting is held, and if the State is comfortable with the Respondent’s proposal, the Pre-Award Phase begins. The Respondent will be required to complete the following:
 - i. Revisit the site/buildings/campus to do any additional investigating (if applicable).
 - ii. Coordinate with all parties that will be involved with the project.
 - iii. Resolve concerns and issues they have with mitigating actions.
 - iv. Finalize the Pre-Award Documents (contract, WRR, Milestone schedule, RMP, project scope)

3. Pre-Award Documents

The final Pre-Award Document will include the following:

- a. Finalized scope documents
- b. Risk Management Plan (RMP)
- c. Milestone schedule
- d. Weekly Risk Report form (WRR)
- e. Project financial summary
 - i. The Respondents Original Project Rates

Attachment H

Clarification / Pre-Award Phase Guide

- ii. A list of agreed/accepted Value Added Options (with impact to cost)
- iii. A list of agreed upon Scope Changes or Additional Work (if applicable and with impact to cost)
- iv. A schedule of values
- f. Complete detailed project or services schedule
- g. Project action item checklist of State actions
- h. Project and emergency contact list

4. Pre-Award Meeting

- a. The Pre-Award Summary Meeting is held at the end of the pre-award phase and is used to present a summary of what was developed and agreed upon during the pre-award phase. The pre-award meeting is not a question and answer session. The Respondent and State stakeholders must not wait for the meeting to ask questions. All coordination and planning with the State should be done prior to the meeting.
- b. The Respondent should give a presentation, which walks the State through the entire project and summarizes all of the coordination/planning done during the pre-award period. The Respondent should bring their team and all the documents specified in the Pre-Award Document. The Respondent should come with documents explaining what the State is responsible for in this project and should identify exactly what they want from the State with due dates. The Respondent must convince the State that they have minimized all risks and will not be surprised once the project begins. The pre-award meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents stated the Pre-Award Document.

Attachment I

Weekly Risk Report (WRR)

Overview

The Weekly Risk Reporting System (WRRS) is a companion to the QC Plan that is created by the best value Respondent during the Pre-Award Phase. The report serves as a tool for the Owner in analyzing the performance of each Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting system (that the Respondent may do).

The purpose of the WRRS is to allow the Respondent to manage and document all risks that occur throughout a Project. Risk is defined as anything that impacts the Project cost or Project schedule. This includes risks that are caused by the contractor (or entities contracted by the contractor), and risks that are caused by the Owner (scope changes, unforeseen conditions, etc). The Owner Project Manager may also require the Respondent to document risks that may impact Owner satisfaction.

Submission

The weekly report is an excel file that must be submitted on the Friday of every week. The report is due every week once the authorization to proceed is issued, until the Project is 100% complete (and final payment is made). Please contact the State Project Manager if you have not received an electronic version of the spreadsheet (once the authorization to proceed has been issued).

The completed report must be saved using the date and name of the Project given by the State (Format: YYMMDD_Project Name_Project ID; For example, 'Polk Project' for the week ending Friday, March 1, 2005, should be labeled '050301_PolkProject_01-123-45-6789'). Weekly Reports are to be emailed (by midnight each Friday). Awarded supplier will be notified after award of the contact person to email these reports to.

Online Guide and Tutorial

A short video tutorial is also available online which provides information on the reporting system. Respondents are required to watch this video prior to completing/submitting the weekly reports.

The weekly report consists of scope changes or unforeseen events that are risks to the Project in terms of cost, schedule, or State satisfaction including any issues that could potentially develop into a risk. When a new issue is identified, it is added to the Project risks, along with the following: Identification date (date the risk was identified), plan to minimize the risk, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

Prior to submitting the report, the Respondent must contact the State Project Manager if there are any risks or potential risks identified. The Project Manager is required to provide a satisfaction rating based on the identified risk and the Respondents plan to mitigate the risk. The rating is based on a scale of 1-10 (10 being completely satisfied and 1 being completely dissatisfied). The Project Manager may modify their satisfaction ratings at any time throughout the Project. When a risk is resolved, the actual date of resolution must be listed.

The Respondent is also required to submit a detailed Project schedule (including the authorization to proceed date, substantial completion date, and final payment date) in the weekly report. The schedule report must contain the Respondents original schedule along with the current estimated schedule.

The State will analyze the reports for accuracy and timeliness. The report will be used in part by the Owner to determine the overall final performance rating of the Respondent (and its team).

E.7.2.15 - Attachment J - Weekly Risk Report Template

Task Order Information	
Client	
Vendor	
Task Order #	
Task Order Name	
Other	
Date Awarded	
Award Cost	
Duration [Total days]	0
Initial Start Date:	
Initial Completion Date:	

Contact Information	
Client Project Manager	
Phone	
Email	
Vendor Project Manager	
Phone	
Email	
Other	
Phone	
Email	
Other	
Phone	
Email	
Other	
Phone	
Email	
BV Expert	

Attachment K

State Expectations

While the Office of Management and Enterprise Services does not write any of the detailed specifications or scope of work (and the below should not be considered as such) there are certain expectations and preferences to which the State of Oklahoma lists below to make suppliers aware of the type and caliber of services this solicitation is attempting to obtain.

Expectations:

- This program needs to be able to cover the entire State of Oklahoma with a likely limited number of license plate readers it is the responsibility of suppliers to determine if mobile camera units or fixed units would be most beneficial to the State of Oklahoma.
- Attachment S, UVED Workflow, is a model that DAC has formulated as an example of how this process might ultimately function. It should not be considered specifications and vendors are welcomed and encouraged to present alternatives that are more efficient or are more favorable to the State's best interest.



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- > **Garnishment Payees:** Use OMES Form OSF_GARNVEND located at: http://www.ok.gov/OSF/documents/osf_garnvend.pdf
- > **State Employees:** Use OMES FORM ADD/CHANGES FOR EMPLOYEES/BOARD MEMBERS located at: http://www.ok.gov/OSF/documents/ap_emp_vend.pdf
- > **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to Central Purchasing Vendor Registration located at: http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html.

AGENCY SECTION (To be completed by state agency representative):

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

Agency Name	GATSO USA			Contact Name	Andrew Noble
Phone #	978-922-7294 x210	Fax #	480-315-1388	Email	a.noble@gatso.com
Agency Request To – Please select all applicable request types					
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____			
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____		
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____		
<input type="checkbox"/> Other	Explain _____				
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:				
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 - Prizes & Awards		
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds		
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney				

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.						
Name	GATSO USA, Inc.			Contact Name	Andrew Noble	
<i>Payee Legal Name for Business, Individual or Government Entity as filed with IRS</i>				Contact Title	President	
DBA Name	Same			Phone #	978-922-7294	
<i>Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name</i>				Fax #	480-315-1388	
Tax Identification Number (TIN) and Type:		75-3249780		<input checked="" type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)		
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service						
Address	900 Cummings Center, Suite 222-T			City	Beverly	
State	MA	Zip+4	01915	Remittance Email	Same	
Optional Addresses – Please select address type as applicable						
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
Address 1					City	
State		Zip+4		Remittance Email		
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.						
Name	Andrew Noble		Title	President	Email	a.noble@gatso.com

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) 75-3249780 If none, but applied for, date applied

U.S. Social Security Number (SSN) If none, but applied for, date applied

Entity Filing Classification:

- Domestic (U.S.) Sole Proprietor, Domestic (U.S.) Partnership, Domestic (U.S.) Corporation, Limited Liability Company, Domestic (U.S.) Other, Foreign (Non-U.S.) Sole Proprietor*, Foreign (Non-U.S.) Partnership*, Foreign (Non-U.S.) Corporation*, Foreign (Non-U.S.) Other*

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (http://www.irs.gov/pub/irs-pdf/iw8.pdf).

- Form W-8BEN: Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals).
Form W-8BEN-E: Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities).
Form W-8ECI: Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States.
Form W-8EXP: Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting.
Form W-8IMY: Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting.

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee: [Handwritten Signature]
Date: 1/6/2017
President
Title of individual signing form for company
GATSO USA, Inc.
Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1 – RENTS (cont.) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 533170 Royalties	<input type="checkbox"/> 3 - PRIZES AND AWARDS 552140 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553220 Indemnities, Restitution & Settlements
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Legal Settlements Reportable to the IRS 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		



Voluntary Product Accessibility Template Instructions

The Voluntary Product Accessibility Template is a tool to assist in making preliminary assessments regarding the availability of electronic and information technology products and services with features that support accessibility.

The VPAT provides a summary view of criteria specific to various types of technologies identified in the Oklahoma Information Technology Accessibility Standards. There are three sections in each table. Section one of the Summary Table describes each section of the Standards. The second section describes the supporting features of the product or refers you to the corresponding detailed table, "e.g., equivalent facilitation." The third section contains any additional remarks and explanations regarding the product.

Oklahoma EITA Procurement Clause:

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

- 1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

- 2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

How to Get Started - Begin with your product's specification or a list of its known features:

1. Determine which subsection(s) of the Oklahoma Information Technology Accessibility Standards (IT Standards) apply to your product. Document the product's ability to meet the standards in the applicable areas, such as software, operating system, and so on.
2. For each standard in the applicable area(s), determine if the product meets or supports the standard.
 - If the product appears to meet or support the standard, then you have the option of providing examples of features that are accessible or of specific accessibility features that exist.
 - If the product appears to not meet the standard, remember that the OK Information Technology Accessibility Standards allow for alternative products provided that they result in substantially equivalent or greater access. The product can meet the standard as long as the feature performs in the same manner as it does for any other user. This is called "functional equivalency."

3. When the VPAT draft is complete, translate the technical language into language that will be understood by a state agency procurement officer. We encourage use of suggested language noted in the section "Suggested Language for Filling out the VPAT".
4. **Suggested Language for filling out the VPAT**
Suggested language below has been developed for use when filling out a VPAT. All or some of the language may be used. You are encouraged to use consistent language in VPATs throughout the form.

<u>Supporting Features</u>	
Supports	Use this language when you determine the product fully meets the letter and intent of the criteria.
Supports with Exceptions	Use this language when you determine the product does not fully meet the letter and intent of the criteria, but provides some level of access relative to the criteria.
Supports through Equivalent Facilitation	Use this language when you have identified an alternate way to meet the intent of the criteria or when the product does not fully meet the intent of the criteria.
Supports when combined with Compatible AT	Use this language when you determine the product fully meets the letter and intent of the criteria when used in combination with compatible AT. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind).
Does not Support	Use this language when you determine the product does not meet the letter or intent of the criteria.
Not Applicable	Use this language when you determine that the criteria do not apply to the specific product.
Not Applicable - Fundamental Alteration Exception Applies	Use this language when you determine a fundamental alteration of the product would be required to meet the criteria (see the IT Standards for the definition of "fundamental alteration").

Remarks & Explanations (third section on VPAT)

Providing further explanation regarding features and exceptions is especially helpful. Use this section to detail how the product addresses the standard or criteria by:

- Listing accessibility features or features that are accessible;
- Detailing where in the product an exception occurs; and
- Explaining equivalent methods of facilitation (See Section 3.5 of the IT Standards for definition of "equivalent facilitation").

Being a web-based application, our XILIUM backoffice enjoys all of the accessibility features resident in the chosen browser. For example, our preferred browser host is Google Chrome. Accessibility components available through extension include low-visibility support, high-contrast themes, frequency adjustments, virtual keyboard, and a number of additional features. Should the State require a more detailed accounting of accessibility features, the vendor will provide as directed.

OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF AUTHORITY

WHEREAS, GATSO USA, INC.

*incorporated under the laws of the State of **DELAWARE** has filed in the office of the Secretary of State duly authenticated evidence of its incorporation and an application for Certificate of Authority to transact business in this State, as provided by the laws of the State of Oklahoma.*

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate of Authority authorizing said Corporation to transact business in this state.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
1st day of December, 2016.*

A handwritten signature in black ink, appearing to read "Mike Hunter", written over a dotted grid background.

Secretary of State

Company ID Number: 204552

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Gatso USA** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 204552

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

Company ID Number: 204552

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

Company ID Number: 204552

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

Company ID Number: 204552

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

Company ID Number: 204552

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

Company ID Number: 204552

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

Company ID Number: 204552

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

Company ID Number: 204552

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 204552

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Gatso USA	
Andrew J Noble Name (Please Type or Print)	President Title
<i>Electronically Signed</i> Signature	04/08/2009 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
<i>Electronically Signed</i> Signature	04/08/2009 Date



Company ID Number: 204552

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Gatso USA

Company Facility Address: 900 Cummings Center

321-U

Beverly, MA 01915

Company Alternate
Address:

County or Parish: ESSEX

Employer Identification
Number: 75324978

North American Industry
Classification Systems
Code: 541

Parent Company: _____

Number of Employees: 5 to 9

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MASSACHUSETTS 1 site(s)

Company ID Number: 204552

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Andrew J Noble	Fax Number:	(978) 922 - 7293
Telephone Number:	(978) 922 - 7294		
E-mail Address:	a.noble@gatso.com		

A. General Provisions

P. 3, Section A.1.10: Since Respondent is not currently aware of any other state that intends to participate in the OK ALPR program, Respondent proposes inserting the phrase “ that has become an Authorized User pursuant to Section B.4 of this Solicitation” (with Respondent’s proposed amendment to said Section B.4) at the end of the definition of “Interlocal Entity”.

P. 4, Section A.5.2: In order to remain consistent with the phrase “the other contract award documents prevail over this Solicitation” in the second sentence of this subsection, Respondent proposes re-ordering the first sentence as follows:

The Contract Documents, resulting from this Solicitation shall have the following order of precedence: other contract award documents, including but not limited to the Customer Agreement, Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; this Solicitation; and the successful Bid.

P. 5, Section A.12.1: Per Section A.1.2, Respondent proposes adding the phrase “and Supplier” at the end of the second sentence of this Section.

P. 5, Section A.13.2: Respondent proposes deleting the second sentence of this Section in its entirety and replacing it as follows: “If the Supplier makes upgrades to the software or related performance capabilities of the System generally available to its customers, Supplier will provide such upgrades without charge to the State.”

P. 5, Section A.14.1: Respondent proposes deleting the first sentence of this Section in its entirety and replacing it as follows:

Supplier shall provide an itemized invoice to the State on or around the 1st and the 15th of each month. With respect to each invoice issued by Supplier, payment shall be due within thirty (30) days from the date of invoice. Any amounts not paid by State when due shall bear interest at the rate provided by applicable state law.

P. 5, Section A.15.2: In order to avoid conflict with the requisite record retention time per SB359 Section 1(E), Respondent proposes inserting the phrase “Except as otherwise provided in SB359,” at the beginning of the first sentence of this Section.

P. 6, Section A.16: Respondent proposes adding the following sentence at the end of Section A.16: “Supplier shall provide a final invoice as of the effective date of termination for all services provided up until such date, and the State shall pay such final invoice within thirty (30) days from the date of such invoice.”

P. 6, Section A.17.1: Respondent proposes replacing the phrase “in the state in which the Interlocal Entity is located” with the phrase “or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier”.

P. 6, Section A.18.1: Respondent proposes using its customary termination-for-cause language by deleting Section A.18.1 in its entirety and replacing it as follows:

A.18.1 State or Supplier may terminate the Contract for cause if: (1) the other party has breached its obligations under the Contract; (2) applicable state or federal law is amended to prohibit or substantially restrict the operation of license plate reading systems, including the System being provided by Supplier; or (3) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable state or federal law or cannot otherwise be used to enforce notices of violation or citations issued hereunder. The terminating party must provide thirty (30) days advance notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of the Contract, the notice must provide the other party with an opportunity to cure the breach within fifteen (15) days after receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (2) or (3) above, Supplier may suspend the System and all associated services immediately upon the effective date of such amendment or ruling, as applicable.

P. 6, Section A.18.2: Respondent proposes deleting the second sentence of this subsection in its entirety since Interlocal Entity will be bound to the terms and conditions of the Contract.

P. 6, Sections A.18.3 and A.19.2: Respondent proposes deleting these subsections in their entirety and replacing each as follows: "If this Contract is terminated, Supplier shall provide a final invoice as of the effect date of termination for all services provided up until such date, and the State shall pay such final invoice within thirty (30) days from the date of such invoice."

P. 7, Section A.21: Respondent proposes inserting the phrase "as applicable" after the phrase "State Entity or an Interlocal Entity".

P. 8, Section A.27: Respondent proposes inserting the phrase "from said State, State Entity or Interlocal Entity" before the phrase "may be withheld prior to completion" in the second sentence of this Section.

P. 8, Section A.30: Respondent will complete the VPAT documents promptly upon receiving notice that Respondent is the successful bidder.

P. 9, Section A.31.3: Respondent proposes deleting the last sentence of this subsection in its entirety and replacing it as follows: "If the Supplier determines that none of these alternatives is reasonably available, Supplier shall have the right to terminate this Contract effective immediately."

P. 9, Section A.32: Respondent proposes:

- (i) adding the phrase "*provided that*, notwithstanding the foregoing, the Supplier may assign the Contract to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Contract" at the end of the first sentence of this Section; and
- (ii) adding the phrase "upon written notice and approval by Supplier" at the end of the second sentence of this Section.

P. 9, Section A.36.2: Respondent proposes adding the term “knowingly” after the phrase “employees shall not” in the second sentence of this subsection.

P. 10, Section A.44: Respondent proposes deleting this Section in its entirety and replacing it as follows:

If the State receives repeated requests for a certain “emerging technology” and the State feels it is warranted to add such technologies, the State may modify the terms of the Contract to allow for such technologies not identified in the Contract upon written notice to Supplier and execution of an Amendment to the Contract signed by the State and the Supplier.

P.10-11, Sections A.45 and A.46 (Ownership Rights and Source Code Escrow): Respondent is providing software functionality as a service per the Contract and not a work-for-hire; therefore Sections A.45 and A.46 are not applicable and Respondent proposes these Sections be deleted in their entirety.

P. 11, Section A.47: Respondent proposes inserting the phrase “for Cause pursuant to Section A.18 of this Contract” after the phrase “right to cancel this Contract”.

B. Special Provisions

P. 13, Section B.1.1: Respondent proposes editing the Initial Term end date to read “June 30, 2017”.

P. 13, Section B.1.6: Respondent proposes inserting the phrase “by mutual consent” after the phrase “extend any Contract awarded”.

P. 13, Section B.3: Respondent proposes adding the following at the end of this Section:

Following the initial installation of one or more cameras at initial locations and activation of such cameras, Supplier shall operate the server components of the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, including System maintenance and repairs and force majeure events. For non-routine repairs, Supplier will use commercially reasonable efforts to notify the State and initiate any required repairs to the System within seventy-two (72) hours after identification of any damage or a defect.

P. 13, Section B.4: Respondent proposes:

- (i) inserting the phrase “upon prior written notice to and approval by the State and Supplier; *provided that* such State Entity or Interlocal Entity agrees in writing to be bound to the same terms and conditions as contained in this Contract and the other Contract Documents” at the end of the first sentence of this Section; and
- (ii) delete the phrase “and the privies of contract exist solely between the Supplier and the State or Interlocal Entity” in the second sentence of this Section.

P. 14, Section B.6 (COTS Software): Respondent is not delivering COTS as part of the Services and therefore proposes that this Section be deleted in its entirety.

D. Evaluation

P. 18, Section D.5 (Contract Forms and Requirements): This Section conflicts with the defined terms "Contract" and "Contract Documents" in Section A. 1 and the use of such terms throughout this Solicitation and the terms "Owner" and "Owner's Agreement" are not used elsewhere in this Solicitation. Therefore, Respondent proposes Section D.5 be deleted in its entirety and replaced as follows:

The State and the Supplier shall use commercially reasonable efforts to negotiate and enter into a Customer Agreement a form of which is provided by Supplier and attached to the Bid. Such Customer Agreement shall constitute a Contract Document as such term is defined in Section A.1.8 of the Solicitation.

City Seal

NOTICE OF VIOLATION

PUBLIC SAFETY ENFORCEMENT PROGRAM

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Line 2
Line 3



Event summary	Measurement details	Enforcement	Location/Equipment	GATSO
Date: 08/15/2014	Lane: All	Offense: Red	RoadSign: 40 mph	Installer: Gato USA
Time: 09:31:18	Speed: 14 mph	Direction: Receding	RedGrace: 0.1 s	Location: WB Old Welsh/Old York
EventNr: 4958	Red on: 1.0 s	ImageNr: 1		SerialNr: 201310000031
EvidenceType: Passage	Yellow on: 4.0 s			



Date	Time	Location	SerialNr	GATSO
08/15/2014	09:31:19.427	WB Old Welsh/Old York	201310000031	GATSO



I am a duly authorized enforcement officer for the City Police Department. Based on my inspection of the recorded images and video shown above, the motor vehicle was operated in violation of the above red light ordinance.

Approver

Badge # 123123

Pursuant to [Ordinance] of the Municipal Code of the [Client], the owner of the motor vehicle is liable for payment of a civil penalty in the amount of [\$X.XX] if the owner's vehicle enters an intersection monitored by a photographic traffic signal enforcement system against a red light in violation of State law. Recorded images are evidence of a violation of a red light enforcement system.

Failure to pay the civil fine or to contest liability within [XX] calendar days of the date on this notice is an admission of liability in the full amount of the civil fine assessed and may result in an additional late fee penalty and the possible loss of your right to a hearing. In addition, you may be subject to formal collection procedures including, but not limited to, being reported to a credit reporting agency, and a civil lawsuit.

The imposition of a civil fine is not a conviction for any purpose, including insurance rates. Payment of the civil fine shall constitute the final disposition of this matter and shall not be reported to the secretary of state.

Date & Time of Violation MM/DD/YYYY @ X:XX		Location of Violation camera location		Vehicle Tag ABC 123	
Red Light Time 0.0s	Vehicle Speed xx mph	Posted Speed xx mph	Amount Due \$XX.XX	Due Date mm/dd/yyyy	
To view video and make a payment visit www.viewcitation.com Additional payment options on back of notice.					

Questions about this Citation? Contact the Citations Processing Center at: 1-855-370-4229 8am - 6pm EST.

(Rev. 10/2016)

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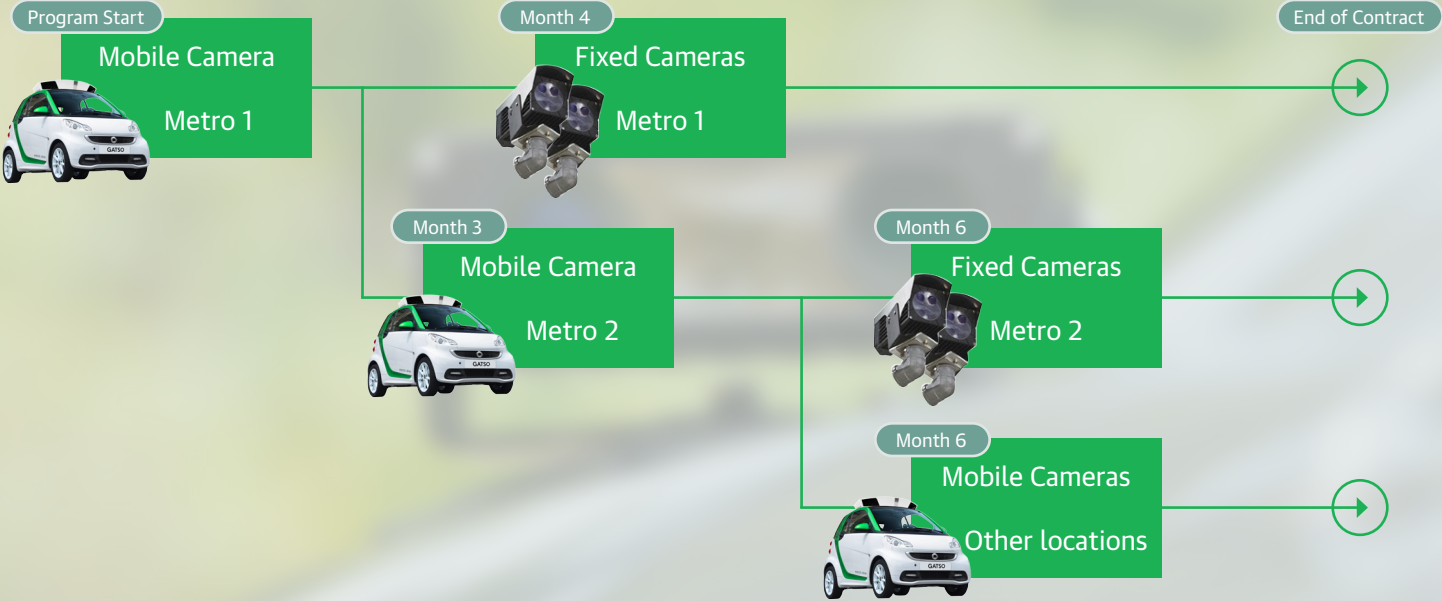
AMOUNT DUE	\$XXX.XX
DATE DUE	MM/DD/YYYY

Make check or money order payable to:
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Enforcement technology rollout plan



Fixed and Mobile Assets
enforcement technology rollout plan

Deployment locations: Initial deployments of enforcement cameras will be located within the State’s two largest metropolitan areas - Oklahoma City and Tulsa. Within these 15 counties resides nearly 60% of the State’s population. This deployment blueprint will create sufficient violation capture rates to quickly establish program scale, program value and public impact. Initial deployment results will provide a benchmark of non-compliance behavior relative to population density, as well as averaged daily traffic counts from which future compliance metrics can be baselined. Specifically, deployment locations will be primary arterial roads (non-Interstate) or recognized cut-throughs favored by commuters.

Deployment type: Initial deployment will be conducted using a vehicle-based ALPR platform to be deployed by GATSO personnel for up to 14 hours per day. Site selection will be made by GATSO and approved in advance by the DAC, based on a choreographed schedule and location

rotation. Deployment of the mobile enforcement unit(s) should be considered as a ‘pathfinder exercise’ - identifying the initial locations for the first fixed camera installations. The current plan provides for the engineering planning and permitting of fixed location cameras to start two weeks after the first mobile deployments have begun. These initial 14 days of mobile deployment will provide data from which the first five fixed locations will be determined.

Coverage of the Metropolitan Areas: By the close of month six, the 15 counties would have been mapped and assessed, with a volume of sites fully operational. The mobile enforcement unit(s), now released from primary enforcement duty, will be redeployed across the remaining counties of the State. A new deployment schedule will be delivered to the DAC that encompasses new locations of either increased population, higher average daily traffic counts and/or enforcement areas overseen by invested District Attorneys. The mobile enforcement units will

deploy across the state for 25% of the month, from edge-to-edge, corner-to-corner. Any locations found to contain sustained non-compliance volume may warrant a fixed location camera or repeated visits from the mobile units.

Program Maturity: Based on our experience, GATSO believes the two metropolitan areas will contain approximately 26 cameras by the close of year one; with a further 10 cameras located at strategic points throughout the State in year two. In parallel, GATSO expect to have two to three deployed mobile enforcement units, bringing the mature program total to 39 ALPR cameras for the entire State.

Program Expansion: Tier 3 of the Project Timeline provided for the import of ALPR data from external program cameras currently utilized within the law enforcement community. The determining factors of if and when to use this additional data will largely depend on the political will of the DAC, and public perception and acceptance. This expansion is technically feasible due to the scalability of both the XILIU processing solution and the GATSO operational model.

Enforcement Volume: Predictably, a high volume of violations will be detected in the opening months of the program. The DAC may be wise to limit citation issuances to 5,000 per day for the first three months, as the program rolls out and the public becomes engaged. By the close of year-one, we estimate non-compliance would have fallen to less than ten-percent within the two metropolitan areas. Even at this projected rate of compliance, we anticipate

each camera will produce, conservatively, 15-20 captured violations per day. When measured as a gross number, the mature program could reasonably expect to issue 20,000 citations per month year after year.

Metrics

As noted in our introductory letter to the State, GATSO recognizes the meaning and value of this UVED program as both a fairness measure and a statewide compliance measure - fairness in the form of undue costs not being borne by insured drivers, and compliance in the form of deterrence. Ultimately, the measured performance of the program will be reflected through insurance compliance improving over time. The first program of its kind in the country is certain to attract scrutiny. Our program management is designed to limit the number of issued citations in the opening months, in concert with an inclusive and extensive public awareness program. We project compliance improving by double-digit rates in the first six quarters of the program, continuing with single-digit improvements through the end of year two. GATSO does not anticipate compliance reaching 100%, and projects the program reaching a floor of 5% non-compliance by the close of the second year. Internal metrics will be employed to measure program elements such as violations processed per unit of time; customer service calls received; customer service calls brought to resolution; accuracy of plate reads; accuracy of plate matches; payments received within 30 days of notice; percentage of contested violations; and a number of other standard program measures that will allow the DAC to analyze our performance over time.



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EXPERTS IN TRAFFIC ENFORCEMENT



PROJECT TIMELINE & DATA OFFLOAD

Solicitation 2200000008



Contact: Andrew Noble



(978) 922-7294 x210



(978) 922-7293

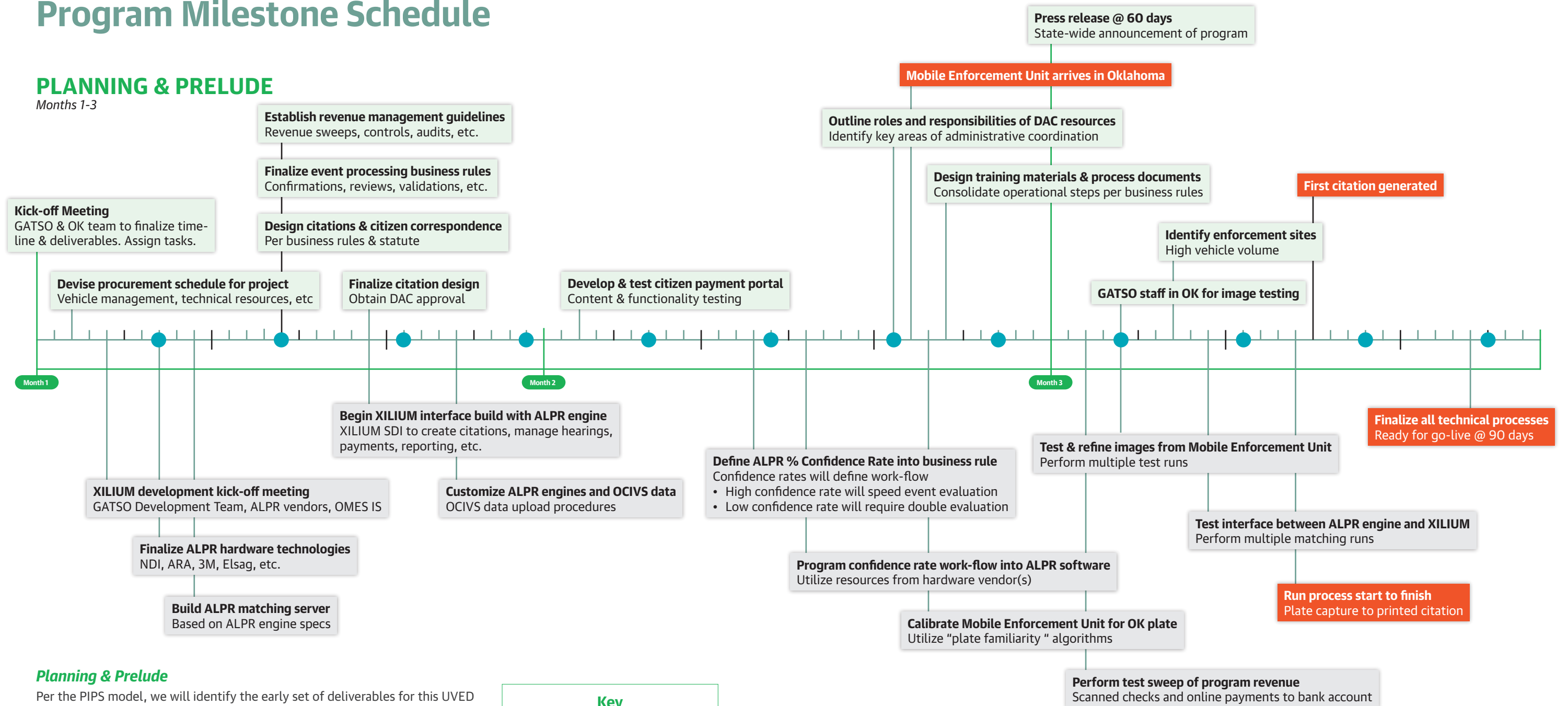


a.noble@gatso.com

Program Milestone Schedule

PLANNING & PRELUDE

Months 1-3



Planning & Prelude

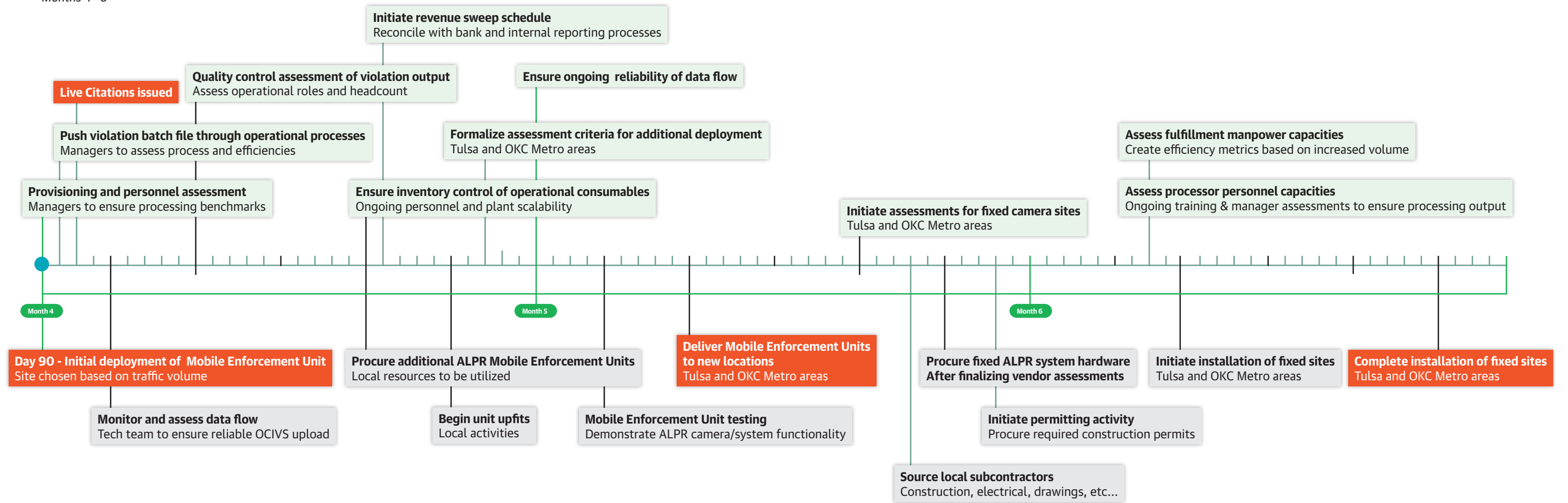
Per the PIPS model, we will identify the early set of deliverables for this UVED program on a structured timeline, outline our understanding of the technical requirements of the stage, and convey a level of expertise based on the experience of our internal team and resources. Operational and administrative steps requiring further clarification and agreement will be discussed and finalized during the early stages of this phase. Gaining total familiarity with and coordinating the management of the Uninsured Drivers List Filter - the daily working file from which "matches" are sourced - will be a critical component in the early and ongoing stages of the program. Extensive training for DAC program officials in the XILIU Reporting & Management environment will be conducted. Business rules will be fully established, and clear, concise, verifiable and quantifiable program metrics and goals will be itemized.

Key

- Administrative task
- Technical task
- Key milestone
- Ongoing weekly reporting

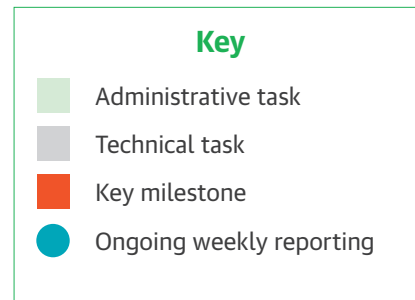
GO LIVE

Months 4 -6



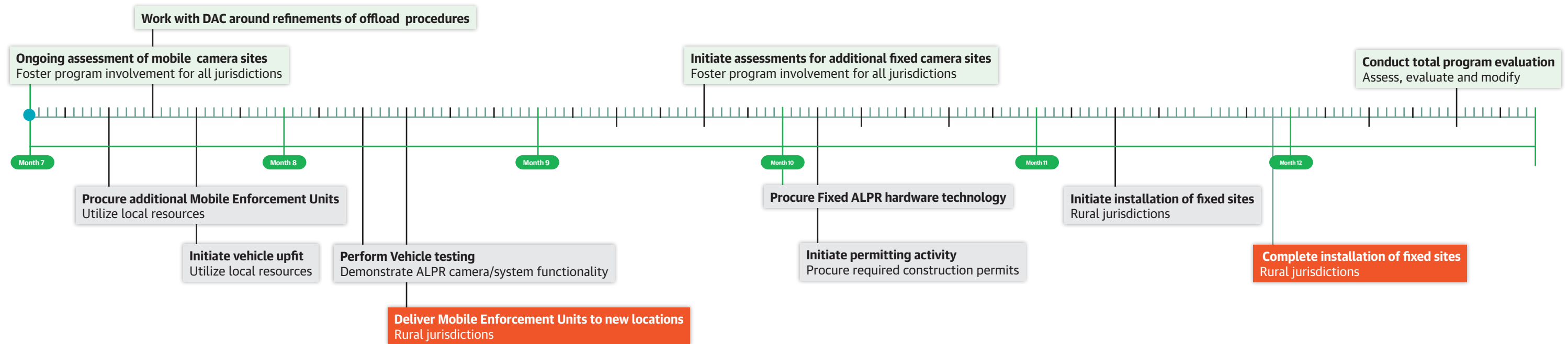
Go Live Timeline

Formalization of processes should be fully realized as managers and program officials assess all technical and operational moving parts of the program. Quality control under live conditions will be constantly assessed and measured. Technical performance of deployed hardware as well as operational software will be under close observation. Initial citizen response will be measured. Manpower deployments will be re-evaluated based on live program realities. GATSO will work closely with ALPR vendors to ensure maximum uptime and highest levels of positive plate reads. Program revenue processes will be assessed. Policies and processes around challenges, contests and appeals will be assessed and measured for efficacy. Administrative staff (Processors, customer service providers, AR personnel) will be assessed and measured for performance.



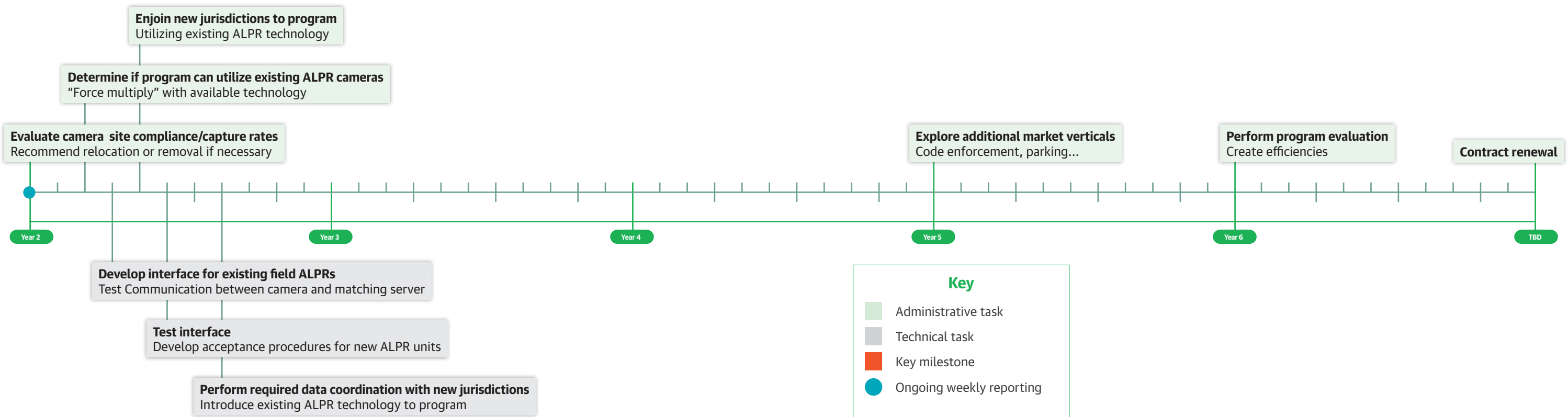
FULL RAMP-UP

Months 7 - 12

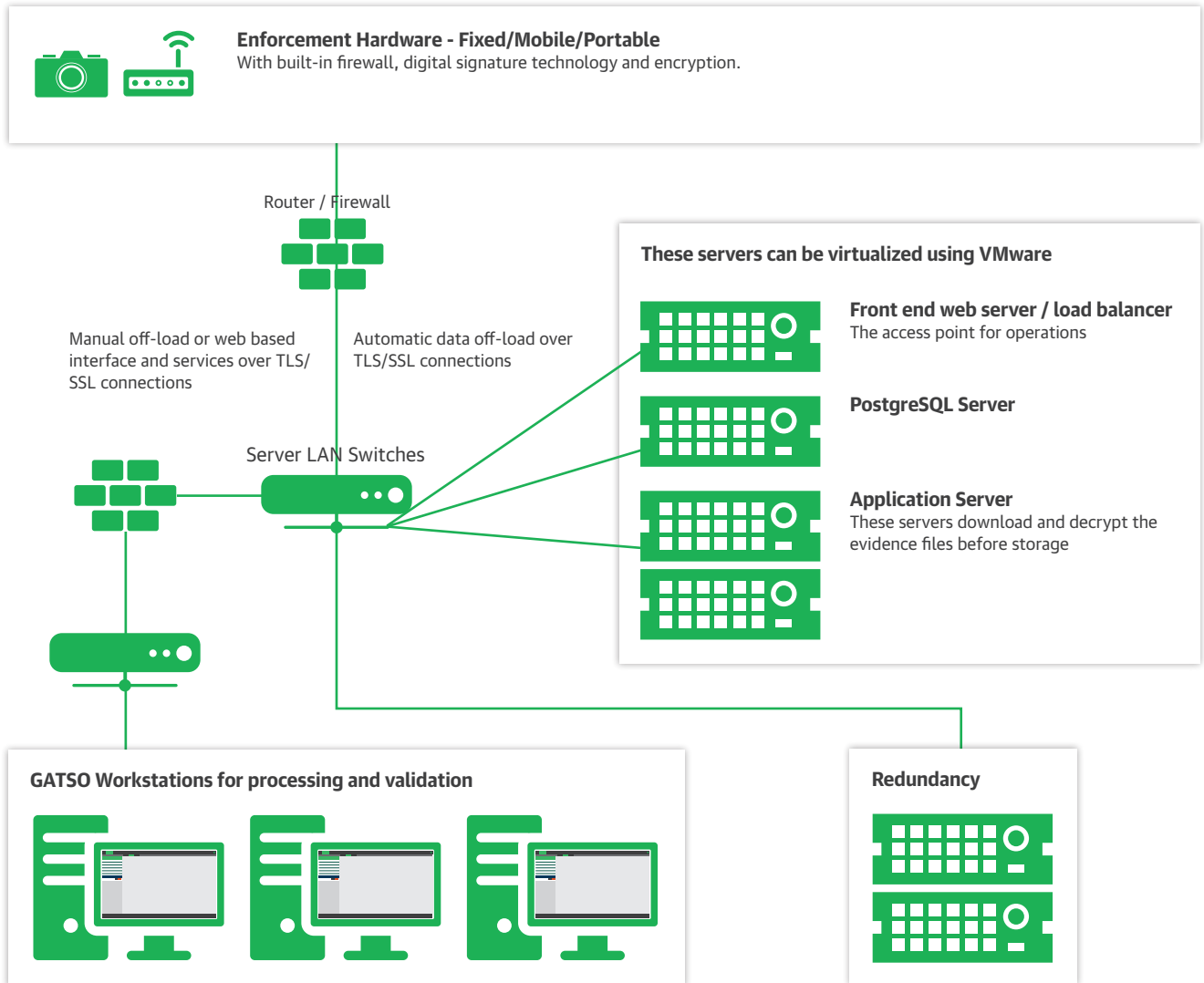


ANCILLARY SERVICES

Month 13 - contract end



Data Offload



The above graphic represents the GATSO data management process architecture for ALPR operations. GATSO will provide collection, storage, and required conversion of plate data, system performance logs, and mission metadata. The physical transmission of required data from the camera systems will be directed by GATSO. All upload and offload activities for primary and local ALPR systems will be directed by GATSO.

GATSO ALPR contains:

- High resolution image(s)
- Event metadata in XML format
- Date and time of the violation
- The camera and system ID
- A preset location of the camera system
- Log data in Text format

EXPERTS IN TRAFFIC ENFORCEMENT



GATSO USA PRICING CLARIFICATION

Solicitation 2200000008



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THE TURNKEY MODEL



DOMESTIC INTERSTATE OVER-THE-ROAD ENFORCEMENT SYSTEM



OVER-THE-ROAD ALPR



MOBILE DEPLOYMENT



PORTABLE DEPLOYMENT



NDI-EQUIPPED PRIUS

Can you please submit a clarification on pricing to us as soon as possible? We would like to know if costs are all-inclusive, if there are any implementation costs, fees per ticket/transaction, anticipated tickets/captures, etc.



GATSO is pleased to provide this pricing clarification to the OMES and the Council. Our pricing model is a revenue-share model. The State will not be obligated to assume the burden of a huge equipment outlay, with a costly and prolonged installation schedule, nor expensive software licensing and services costs. These functions, burdens, responsibilities and costs will fall on GATSO as your master services provider.

Most of our current enforcement programs operate under this model. A relevant example is the City of Cedar Rapids, a GATSO municipal partner since 2009. Thirty hardware systems generate over a quarter-million citations yearly. **The City buys nothing.** We repair, replace and service all hardware and systems. Operationally, we manage, serve and secure the program data.

Administratively, we qualify and pre-process the violation events, fulfill the program's citation output, service the citizen customers, collect the program revenue, and sweep that revenue to program officials. The City provides final approval of the captured violations, and the City provides personnel for hearings and contest adjudications. Our managed service systems - sharpened by years of experience - already exist, and are prepared to incorporate the UVED program in a matter of weeks.

As noted our Project Manager Rich Kosina has overseen the installation of 1300 automated enforcement cameras all over the country. Our Software Development team has built integration kits for hundreds of agencies and governments. We deploy equipment to the field, and we keep it running. GATSO will relieve the Council of the burden of managing a large number of specialized electronic devices deployed across the State. GATSO will manage our installation and engineering vendors. GATSO will manage local repair & replace technical personnel. These QA systems are also in place. This is what we do. This is ALL we do.

To follow, we have provided a brief outline of the violation-capture to payment processing cycle. All steps need to be performed in accordance with FBI/CJIS standards, as well as Nlets-mandated controls and procedures.



PROCESSING DATA

The offload of program data will be performed utilizing our proven data management processes enjoyed by all of our clients. GATSO will provide collection, storage, and required conversion of event data, system logs, mission data, and traffic statistics. The physical transmission of violation data from the ALPR systems will be directed by GATSO.

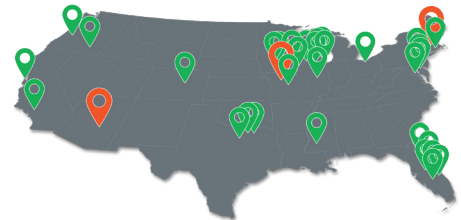
Field data will be compiled and presented for processing through our backoffice application - XILIUM. A comprehensive managed-service operation begins - fully automated and scalable.



GATSO PRE-PROCESSING STAFF

GATSO Processing Center:

- Biometric entry system
- Dedicated computer terminals
- Open Internet computer terminals
- Telecommunications software
- High-volume digital printers
- High-volume mail inserter
- High-volume mail meter
- Secure applications and data servers
- Secure network and VPN
- Direct Nlets connectivity



GATSO Programs and offices

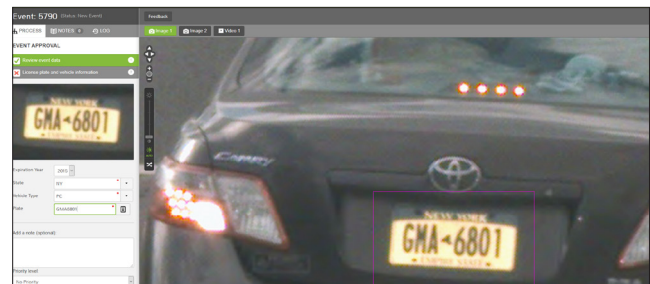
Event Capture

Images and event data downloaded from ALPR cameras are classified as "New Events" and appear in the XILIUM "workload" awaiting initial processing.

GATSO Event Assessment

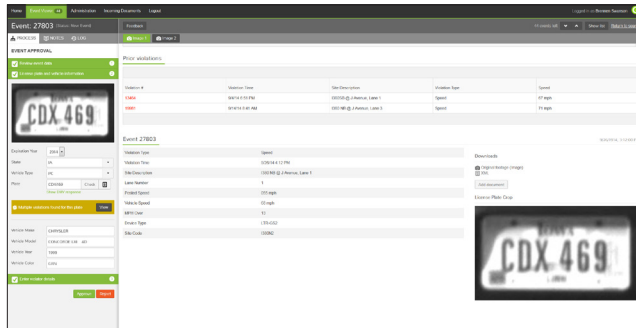
Processors perform a review and confirmation of the ALPR event data, observing program business rules.

Event Selection		Workload				
WORKLOAD	FIND	ID	Date	Status	Violation	Site Description
NEW WORKLOAD		5777	8/28/15 4:18 PM	New Event	Red Light	SB Central/CovIn
TASKS		5780	8/28/15 4:23 PM	New Event	Red Light	SB Central/CovIn
Task: Process new events		5779	8/28/15 4:22 PM	New Event	Red Light	HB Everett/Walenvlet
DATE SELECTION		5782	8/28/15 4:29 PM	New Event	Red Light	SB Central/CovIn
Start Date: mm/dd/yyyy		5781	8/28/15 4:26 PM	New Event	Red Light	SB Central/CovIn
End Date: mm/dd/yyyy		5783	8/28/15 4:20 PM	New Event	Red Light	SB Central/CovIn
WORKLOAD		5784	8/28/15 4:38 PM	New Event	Red Light	SB Central/CovIn
Limit results to: 100		5785	8/28/15 4:38 PM	New Event	Red Light	EB Northern/Shaber
		5786	8/28/15 4:45 PM	New Event	Red Light	SB Central/CovIn
		5788	8/28/15 4:47 PM	New Event	Red Light	SB Central/CovIn
		5787	8/28/15 4:47 PM	New Event	Red Light	SB Central/CovIn



GATSO Registration check

Processors enter plate information and click "Check" to run the plate information against Nlets records. XILIUM "parses" the registration return into the event record. In the screenshot below, XILIUM shows plate repeat offender. Processors forward the event to the DAC for review.



Violation Confirmation

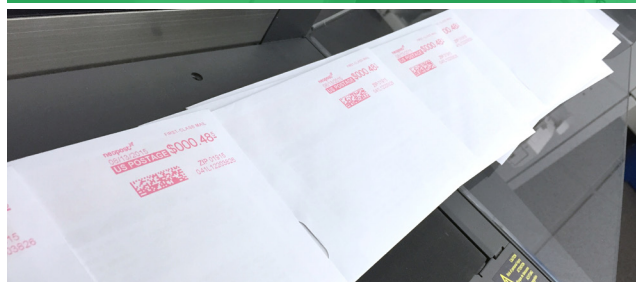
Authorized review personnel quality ALL events pre-processed by GATSO reviewers before a citation can be printed. Authorized reviewers can make lighting and plate crop adjustments if needed. If an authorized reviewer deems a violation did occur, they can approve the violation into a citation.

Citation Generation

XILIUM will instantly and automatically generate a PDF version of the citation. A copy of the PDF is immediately stored locally within the violation account, and a copy is sent to our fulfillment FTP site to await printing. GATSO fulfills all citations in-house for maximum security and quality control.



HIGH VOLUME PRODUCTION PRINTER



METERED CORRESPONDENCE

Citation Fulfillment



Citation Fulfillment

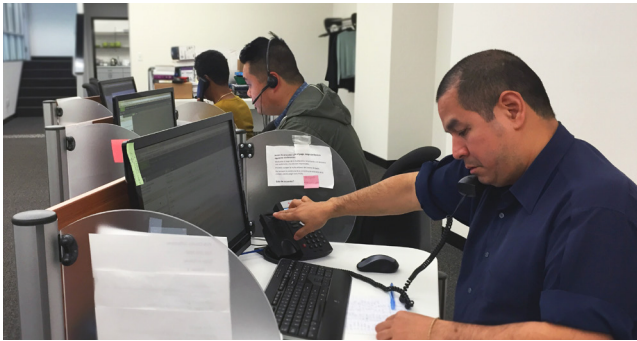
Full front-to-back citation-to-disposition processing - based on defined business rules - is included as a deliverable in our turn-key offering. GATSO is prepared to offer an EXACTING, customized citation and document processing system for the program. GATSO anticipates, at a minimum, hundreds of pieces of daily correspondence volume for UVED program. Our Fulfillment Center, currently processing thousands of pieces of correspondence daily, enjoys the same level of Nlets security and certification as our in-house Processing Center.

Citizen Portal

A screenshot of the ViewCitation.com citizen portal. The page has a dark blue header with the ViewCitation.com logo and navigation links for 'Home', 'Help', and 'Program Specific FAQs'. Below the header, there is a section titled 'Pay Your Citation' with a sub-heading 'Follow to steps below to pay your citation. You can print a receipt after the payment has been processed.' The main content area is a form titled 'Credit Card Billing Information'. The form includes fields for 'Cardholder Name*', 'Address*', 'Apt or Unit', 'City*', 'State*', 'Zip Code*', and 'Country*'. There are also fields for 'Credit Card Number' and 'Security Code'. A 'Total Amount Due: \$75.00' is displayed in orange. Below the form, there is a 'Liability Statement' section with a checkbox for 'Agree' and a 'Finish' button. At the bottom of the page, there is a footer with 'Privacy and Terms of Use', 'Questions about Photo Enforcement?', and 'Need Help? Call 1-822-374-4229'.

GATSO employs a web-based viewing and payment portal. This portal will allow the violator view evidence information and securely pay the fine via credit or debit card. Daily, our chosen merchant partner will deposit all fine amounts received into a dedicated bank account set up for the program.

Customer Service



Call Center

GATSO maintains a program-specific dedicated telephone support lines with bi-lingual services for all of its active programs. Full Policies and Procedures documentation will be submitted with input from DAC officials to ensure specific requirements are met.

Collections

GATSO has had a wealth of success in providing program officials with fully disposed violation events. We utilize superior technology and hold fast to the business rules of the program to generate clean, unassailable evidence that is **FAR LESS LIKELY** to be challenged by violators. This in turn will create leaner downstream processes, and maximize both the deterrence effect and revenue potential of the UVED program.

Hearing Manager

Hearings on date: 8/5/14 at 2:00 PM			
Citation number	Citation Type	Citation Amount	Email
186481	Red Light	\$100.00	Jane.D@gmail.com
191411	Red Light	\$100.00	Phill Smith@gmail.com
180111	Red Light	\$100.00	K.Swanson@aol.com
191931	Red Light	\$100.00	Andrew.D@hotmail.com
185921	Red Light	\$100.00	JeffFranklin@hotmail.com

To present evidence in an administrative hearing or court of law, GATSO has designed a comprehensive and easy-to-use hearing manager within XILIUM. A Hearings Scheduler can deliver case-specific information to UVED officials, Police, and Hearings & Court personnel, with drill-down capability to review and display violation and Notice data, notification history and site-specific hardware history.

Reporting



REAL PROGRAM DATA

Knowing what program managers wanted from the data generated by the system hardware guided us to build-in reliable event and violation reporting capabilities to our backoffice system. DAC officials can use this information - in clear, histogram form - to inform the public; make reliable budget projections; maximize the value of deployments; recognize trends and realize the true quantitative value of the program. **These reports have proven invaluable to our safety partners.**

Check Payments

Questions about this Citation? Contact the Citations Processing Center at: 1-855-370-4229 8am - 6pm EST.
(Rev. 10/2013) Detach here and return.

<p>[CITY NAME] POLICE DEPARTMENT Citations Processing Center, [City Name], [ST] [Address Line 1] [Address Line 2]</p>	<p>Citation Number XXXXXXXXXX</p> <p>Plate Number XXX XXXX</p> <table border="1"> <tr> <td>AMOUNT DUE</td> <td>\$XXX.XX</td> </tr> <tr> <td>DATE DUE</td> <td>MM/DD/YYYY</td> </tr> </table> <p>Make check or money order payable to: [City Name]</p> <p>Mail payment to: Citations Processing Center, [City Name], [ST] [Address Line 1] [Address Line 2]</p>	AMOUNT DUE	\$XXX.XX	DATE DUE	MM/DD/YYYY
AMOUNT DUE	\$XXX.XX				
DATE DUE	MM/DD/YYYY				

Delivery Address
 Line 2
 Line 3

0014201304220001100001366354432

In addition to our PCI compliant web portal, GATSO utilizes high speed scanners from OPEX and ultra fast check and remittance verification tool to accept check payments. Checks and accompanying remittances are received with other program correspondence and processed to the Check 21 system along with I9 image files. All correspondence is securely saved to the event record.



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