



REQUEST FOR PROPOSAL

**Parking Access Revenue Control System
National Cooperative Purchasing
Alliance**



DESIGNA

Tab 1 – Master Agreement

General Terms and Conditions

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

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

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

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

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

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

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

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

- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

- ◆ Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
 - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$25 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
 - Provide both On-premise solutions as well as Cloud based solutions.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Designa Access Corporation
Address	777 Oakmont Lane, Suite 2000
City/State/Zip	Westmont, IL 60559
Telephone No.	(630) 891-3038
Fax No.	
Email address	steve.gorski@designa.com
Printed name	Steve Gorski
Position with company	CEO
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 16, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Designa Access Corp. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 16, 2021, referenced as Contract Number 05-59, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Parking Access Revenue Control System;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

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

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


- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

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

◆ **General Provisions**

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: August 16, 2021

Vendor:

Designa Access Corp.
Name: Steve Gorski
Title: CEO
Address: 777 Oakmont Lane, Suite 2000
Westmont, IL 60559
Signature: 
Date: 7/22/2021

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

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

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

◆ **Residency**

- Responding Company's principal place of business is in the city of **Westmont**,
State of **IL**

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 - Contact Person: **Bob Ridsen**
 - Title: **Accounting Controller**
 - Company: **Designa Access Corp.**
 - Address: **777 Oakmont STE. 2000**
 - City: **Westmont** State: **IL** Zip: **60559**
 - Phone: **(630) 891-3038** Email: **accounting.us@designa.com**

- **Purchase Orders**

Contact Person: John Krol
 Title: Project Manager
 Company: Designa Access Corp.
 Address: 777 Oakmont Lane, Suite 2000
 City: Westmont State: IL Zip: 60559
 Phone: (630) 891-3038 Email: john.krol@designa.com

- **Sales and Marketing**

Contact Person: Mickey Asgar
 Title: Sales
 Company: Designa Access Corp.
 Address: 777 Oakmont Lane, Suite 2000
 City: Westmont State: IL Zip: 60559
 Phone: (424) 522-3619 Email: mickey.asgar@designa.com

- ◆ **Pricing Information**

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

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

Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No

- ◆ **Cooperatives**

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume



DESIGNA

NCPA
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Our people and systems make the difference



DESIGNA ACCESS CORPORATION



NCPA
PARKING ACCESS REVENUE CONTROL SYSTEM
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July 22, 2021

Submitted Electronically: NCPA (bonfire) portal

NCPA
P.O. Box 701273
Houston, TX 77270

RE: Request for Proposal (RFP) for Parking Access Revenue Control System
issued by National Cooperative Purchasing Alliance

As the proposer (DESIGNA Access Corporation (“DESIGNA”)), we are submitting a Bid as a single entity being a wholly owned subsidiary of the manufacturer of the proposed PARCS equipment. This demonstrates our direct commitment to the project. The DESIGNA Team is delighted to submit our response to the subject Request for Proposal issued July 22, 2021 by NCPA.

As a worldwide leader in the delivery of total solutions for Parking Access and Revenue Control, DESIGNA has the experience to bring together all technology and hardware to deliver an effective and performance driven integrated solution for all parking requirements.

We are confident our solution will meet the NCPA’s requirements as specified. Our response herein describes in greater detail how DESIGNA Team will successfully meet the Parking Access and Revenue Control System (PARCs) objectives and provide the your agencies with a world class solution that exceeds expectations now and into the future.

The DESIGNA Group this year is celebrating our 70th year of operation worldwide, an extremely important milestone. DESIGNA has a long and rich history of successfully deploying PARCS solutions at more than 18,000 locations in over 60 countries. This is the largest installed base of any manufacturer.

With consolidations in the parking equipment industry in 2020, and the financial impact of the global pandemic, which placed severe financial strain on many manufacturers, affecting on-time delivery and project



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performance, all stakeholders can rest assured DESIGNA's financial strength, and its people and systems will continue to make a difference in 2021 resulting in the successful delivery of this project.

Our installations include some of the largest projects in the world, notably our flagship project in New York, with the Port Authority of New York and New Jersey. To date, this is the largest Contract ever awarded in our Industry. Working with the Port Authority DESIGNA delivered a world's best practice PARCS solutions for John F. Kennedy International Airport, Newark Liberty International Airport, LaGuardia Airport and New York Stewart International Airport. All facility installations have been completed and are operating successfully.

DESIGNA's global reputation as a premier parking solution provider is driven by our Group's core mission statement to focus on teamwork, commitment, professionalism, integrity, and excellence.

For NCPA projects, DESIGNA proposes to deploy the industry leading, state-of-the-art, Connect Series hardware with our fully scalable and flexible PARCS software platform which is described in detail in this Proposal response. Our full integrations with numerous third-parties showcases our range of capabilities. Our software solution is robust, and **the agencies(our customers) will own the data**, unlike some alternative providers.

We have carefully read and fully understand the proposed scope of work, functional requirements and objectives and goals for this RFP.

We will use our extensive proven industry expertise and knowledge of industry world's best practice to recommend a solution which will deliver the best value and most effective operation to the airport, provide a high-level of customer benefit and including the functionalities requested. The DESIGNA team plans to provide a PARCS solution provide a highly effective parking experience for the customers of Hector International Airport and be future-proof as required.

In addition to the functional aspects of the solution, we understand each agency's importance of maintaining a secure PARCS system that meets the



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latest Payment Card Industry (PCI) standards, including P2PE encryption. With the introduction of EMV Credit Card processing, all requirements in this regard are met within the Credit Card Processing System. This compliance is extensively documented in our Proposal.

First class project management will be essential for each project, including close liaison and open communication with all stakeholders. This will be the case at all stages, ensuring co-ordination with each agency's management team and all other trades on site.

In conclusion, on behalf of the global DESIGNA team, we would like to state we are extremely passionate about parking and have a strong desire to provide all stakeholders with the very best solution and a proven high level of service before, during and after the installation. Our project teams, incorporating our DESIGNA locations and network of integration partners located all over the US will ensure each project proceeds smoothly to a successful, on-time, implementation.

On behalf of DESIGNA, in my position as Director Business Development of DESIGNA Access Corporation, DESIGNA Verkehrsleittechnik GmbH, the primary equipment manufacturer, and as the authorized representative of the proposer, I take great pleasure in authorizing the submission of our company's Bid to Municipal Airport Authority.

Respectfully submitted, for and on behalf of
DESIGNA Access Corporation

A handwritten signature in black ink, appearing to read 'Kent E King'.

Kent E King - Director Business Development



NCPA
PARKING ACCESS REVENUE CONTROL SYSTEM
Request for Proposal July 22, 2021

Vendor Profile

COMPANY'S OFFICIAL REGISTERED NAME:
DESIGNA Access Corporation

BREIF HISTORY OF OUR COMPANY:

The DESIGNA Group has been manufacturing PARCS for more than 70 years and is recognized as one of the leading manufacturers world-wide. Our company was founded January 11, 1951. With world-wide headquarters in Kiel, the US operations are based in Westmont, IL. Local support for service throughout the US is provided by our branch offices in Chicago, California, Maryland, and New York and with our system integration partners throughout the US.

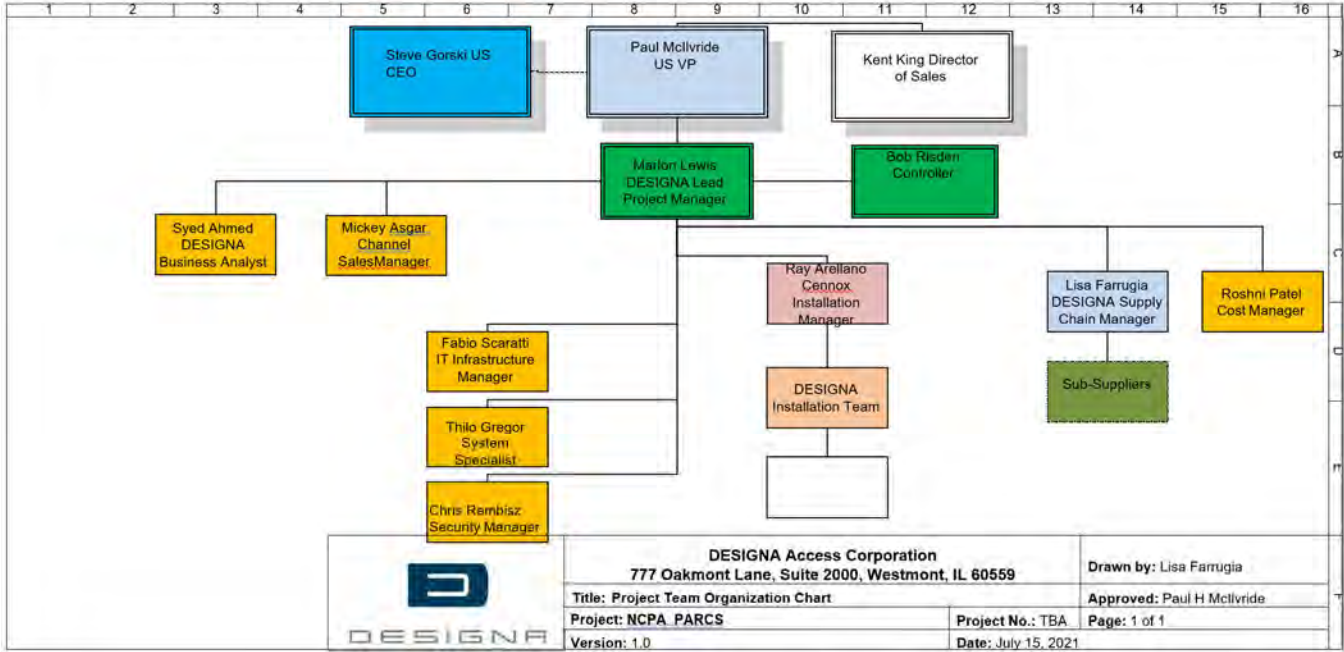
In addition, DESIGNA has built a long history of successfully deploying PARCS solutions at more than 6000 locations in over 60 countries. Our installations include some of the largest Airports, Municipalities and Hospitals in the world. We are currently engaged on the largest Contract ever awarded in our Industry. Working with the Port Authority of New York and New Jersey, DESIGNA is delivering world's best practice PARCS solutions for John F. Kennedy International Airport, Newark Liberty International Airport, LaGuardia Airport and New York Stewart International Airport. Additional pending projects include Denver International Airport, City of Grand Rapids, Miami International Airport and Children's Healthcare of Dallas.

DESIGNA's global reputation as a premier parking solution provider is driven by our Group's core mission statement to focus on teamwork, commitment, professionalism, integrity, and excellence.

COMPANY'S DUN & BRADSTREET (D&B) NUMBER:
07-979-8306

NCPA
 PARKING ACCESS REVENUE CONTROL SYSTEM
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COMPANY’S ORGANIZATIONAL CHART:



CORPORATE OFFICE LOCATIONS:

Designa Access Corporation
 Chicago Office (U.S. Headquarters):
 777 Oakmont Lane, Suite 2000
 Westmont, IL 60559
 (630) 891-3038

New York Office:
 Designa JFK Airport
 Building 141 Federal Circle
 Jamaica, NY 11430
 (347) 906-0412

Maryland Office:
 Designa Access Corporation
 4801 Tesla Drive, Suite G
 Bowie, MD 20715
 (301) 969-2009



NCPA
PARKING ACCESS REVENUE CONTROL SYSTEM
Request for Proposal July 22, 2021

Southern Time Equipment Company
2920 Horace Watson Road
Wilson, NC 27893
(252) 291-4318

Wescor Parking Controls
16 Technology Drive
Auburn, MA 01501
(508) 832-6305

STANDARD TERMS OF PAYMENT:
Net 30 - open for negotiation

OUR COMPETITION IN MARKETPLACE:

DESIGNA's competition in the marketplace is either a legacy or a new startup company. Only DESIGNA has stayed ahead of the technology curve as a legacy company. We were the first to successfully introduce Cloud solutions in the US market in 2009. Our legacy competitors also only use third party integrations to supply today's required software. And the new start-up companies' hardware is severely lacking our proven robust and award winning design.

Legacy: Skidata, HUB, S&B, Amano
Startups: TIBA, Flash

OUR DIFFERENTIATORS FROM OUR COMPETITORS:

1. For us it's the people and systems that add value and maximize your parking management assets.
2. A future with strong roots! 70 years of German engineering and manufacturing with more than 16,000 installations worldwide.
3. A complete scalable and flexible system - software, hardware and service!
Individualize and upgrade your solution as your business dictates to stay on the



NCPA
PARKING ACCESS REVENUE CONTROL SYSTEM
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- cutting edge of technology.
4. You own all your customer data! Use your data to be more effective with your analytics, sales & marketing efforts.
 5. Proven and reliable award-winning products! Innovative design and intuitive operation shines for both you and your customers.

A unique differentiating factor is DESIGNA provides a single solution worldwide, with all customers benefiting from developments across the globe. This ensures ease of support, upgrade and future development and critically means the core hardware and software systems will always function as expected and as a unified system. With tremendous experience in complex parking operations, DESIGNA has rapidly become the provider of choice in many of the leading operations in the US and around the world.

Technical Expertise:

DESIGNA has understood for years that the software drives the digitalization of the modern system. We build your solution as it suits your unique requirements. As Hector International Airport grows we will adjust our scalable platform to meet and exceed the demand. Our software development team, with teams located in the US and Germany, are constantly adding the software development roadmap to always offer our customers the best possible product. Our project management, IT, service and Installation teams work together with the airport through all phases of the project. It does take a full team effort to implement the plan, manage the project and maintain the PARCS management system for many years to come.

Open Architecture:

Digital connectivity is the driving topic in many areas. We recognized the opportunities for our customers over 20 years ago, which is why our solution was designed from the outset with distinctive networking capabilities for large scale projects. The software platform is easy to use and manage by the airport's team. DESIGNA integrates with third party applications for almost every project. Any third-party application integration will operate as a complete system.

Robust Hardware:

Over 70 years of experience with systems of all sizes and requirements has driven our centralized manufacturing and quality assurance. DESIGNA's Connect Series hardware is robustly manufactured and built to withstand the millions of interactions with customers, their vehicles and the weather. We recently received the IF Design Award for the Connect Series.



NCPA
PARKING ACCESS REVENUE CONTROL SYSTEM
Request for Proposal July 22, 2021

OUR INTRODUCTION OF NCPA TO OUR COMPANY:

DESIGNA will rollout the entire program to all locations and partners across the US. Once we have received the necessary information from NCPA we will create a rollout plan. One of our Product Managers will develop the program, rollout plan and implement the NCPS program company wide.

FUNCTIONALITY OF PRICING WORKBOOK:

Our pricing workbook shows products listed by type, upgrades available and by NCPA pricing vs. MSRP pricing. We want to work with you in an open, consultative manner to use our experience & knowledge for the benefit of your customers. We will use everything in our toolbox, including relationships and solutions we have used for other projects worldwide. We want to become your trusted partner. Once we have discovered the project's intent, requirements and future scalability needs we will work with the agency and provide a proposal for the project including all installation, infrastructure, civil, freight and labor costs.

OUR COMPANY'S SERVICE:

DESIGNA offers a wide range of services to ensure trouble-free and efficient operation of your parking management system. From on-going professional maintenance and on-site service to repairs and spare parts supply - fast, effective, and direct. DESIGNA customers can always rely on our service packs - the various maintenance levels ensure the highest reliability and proper performance of your system. Service for simple to complex systems is an integral and key component, today and for the future. Its how we ensure the value retention of your investment, avoid unforeseen downtime and make the most of opportunities.

GREEN INITIATIVES:

Nothing official but all offices are evaluated on a monthly basis.

VENDOR CERTIFICATIONS:

All incorporation and certification of existence are included in 'Attachments.'



DESIGNA

NCPA
PARKING ACCESS REVENUE CONTROL SYSTEM
Request for Proposal July 22, 2021

ATTACHMENTS:

Designa IN
Designa Out
Designa Gate
Designa Pay

Registration Document
Certificate of Existence



DESIGNA IN

Standard Parking Management System

DESIGNA IN - your smart entrance device

The new DESIGNA generation of IN control terminals is characterized by its modular design and cutting-edge technology. The positioning of the operating elements and a user-friendly touch display guarantee simple operation and, therefore, a smooth parking experience. An additional display is available for displaying individual digital content.

The IN lane device is the best calling card for your parking management sys-

DESIGNA has over 65 years of experience in manufacturing and operating professional parking management systems. To ensure the parking experience is smooth from start to finish, the DESIGNA entrance lane device is the most convenient option available.

1. Intuitive user guidance

Parking customers have little time to hang around, and we want to make entering the parking facility as hassle free as possible. An elementary component is the TFT touch display (10.1"). This display is used to show and follow graphical user instructions. Fast processing is ensured by minimizing the output speed. It now takes less than 1.9 seconds to process transient parkers with a printed ticket.

2. Cutting-edge control technology and fraud protection

The DESIGNA IN lane device is equipped with interfaces for modern control technologies - a prerequisite for elegant and harmonious integration into the overall architecture. The lane device features a barcode reader for processing ABACUS barcode tickets, with a thermal printer for printing barcodes and parking facility data, entrance time, and ticket number on coated paper tickets. Automatic switchover to „sleep mode“ reduces energy costs (with only 35 watts of power consumed). The modern DESIGNA IN lane device boasts integrated fraud protection to prevent a loss of profit, e.g. tickets are only issued when a loop is occupied.

3. Robust design

Be it inside a building, on an uncovered parking deck or free-standing in a parking facility. DESIGNA IN offers the same superb performance in every situation. A robust design is the foundation around which a reliable overall system is built. The casing body, base, and cover are made from stainless steel, the outer and inner surface have a durable, weather-resistant powder coating. The casing door is plastic with a liquid coating, the front panel is made from Plexiglas® XT. The casing door and base door can be locked.

Dimensions

Dimensions in mm



Overview of DESIGNA IN		Equipment
Processing	<ul style="list-style-type: none"> • TFT touch display (10.1") for showing and following graphical user instructions • Multicon-based ticket processing, MCBC (type: S2F1) • Fully accessible operating elements • DESIGNA VoIP intercom 	<ul style="list-style-type: none"> ● ● ● ●
Access media	<ul style="list-style-type: none"> • High-speed thermal printer for optimized issuing of barcode tickets • Storage of up to 5,000 tickets, including adjustable „low ticket“ warning 	<ul style="list-style-type: none"> ● ●
Control	<ul style="list-style-type: none"> • TCC with Linux operating system and passive cooling • Serial interface DESIGNA GATE and Ethernet connection • System requirements for the operating system software version DESIGNA OS x19 or higher 	<ul style="list-style-type: none"> ● ● ●
Casing body	<ul style="list-style-type: none"> • Casing body, base, and cover made from stainless steel (1.4301,V2A) • Plexiglas® front panel • Thermostat-controlled heater • Installation kit 	<ul style="list-style-type: none"> ● ● ● ●
Color	<ul style="list-style-type: none"> • Case body, door: RAL 9016 (Traffic White) • Cover: RAL 9017 (Traffic Black) 	<ul style="list-style-type: none"> ● ●

DESIGNA IN Standard options		
Information display (24")	<ul style="list-style-type: none"> • TFT colour display (24") for displaying digital media content, such as dynamic pricing developments, occupancy data, routing directions 	○
Video camera	<ul style="list-style-type: none"> • An integrated camera makes it easier to deal with customer inquiries via the intercom. It enables the transmission of a live image of the customer 	○
RFID	<ul style="list-style-type: none"> • The RFID reader allows the use of contactless parking cards 	○
QR reader	<ul style="list-style-type: none"> • Reader for processing QR code-based media 	○

● Included as standard, ○ Optional, can be extended at extra costs

Further information about DESIGNA lane devices can be found in the respective data sheets or requested directly from our Service or Sales staff.

DESIGNA - more than 65 years of experience

> 16,000 installed solutions worldwide

> 1,200 service customers

> 100 million revenue in 2019/2020



DESIGNA US has seven branch offices and a network of integration partners located across the country. They are your first stop when you have questions about DESIGNA parking systems or if you would like to install a parking system in your project. Their expertise runs deep, they have lots of experience in parking management and related industries. Contact us today and find out for yourself. We are proud to connect our R&D, the manufacturing plant, our supply chain and administrative departments, marketing and sales and their staff through our headquarters in Kiel, in northern Germany. A lean organization and a short and direct chain of command and communication ensure our position in the market as technology leader and innovation driver.

DESIGNA | CONTACT

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777 Oakmont Lane, Suite 2000
Westmont, Illinois 60559
United States of America

Steve Gorski
(888) 262-9706
info@designa.com
www.designa.com





DESIGNA OUT

Standard Parking Management System

DESIGNA OUT - your convenient exit device

The new DESIGNA generation of OUT terminals is characterized by its modular design and cutting-edge technology. The positioning of the operating elements and a user-friendly touch display guarantee simple operation and, therefore, a smooth parking experience. An additional display is available for displaying individual digital content.

The OUT lane device is the ideal addition to your parking management system

DESIGNA has over 65 years of experience in manufacturing and operating professional parking management systems. To ensure the parking experience is smooth from start to finish, the DESIGNA exit lane device is the most convenient option available.

1. Intuitive user guidance

Parking customers have little time to hang around, and we want to make exiting the parking facility as hassle free as possible. An elementary component is the TFT touch display (10.1"). This display is used to show and follow graphical user instructions. Further, the lane device is fully accessible. If the lane device is retrofitted with a PinPad, cashless payments can be made conveniently at the exit with either a credit or EC card. A receipt can be printed using the touch screen button after payment.

2. Cutting-edge control technology

The DESIGNA OUT lane device is equipped with interfaces for modern control technologies - a prerequisite for elegant and harmonious integration into the overall architecture. The lane device is equipped with a barcode reader for processing ABA-CUS barcode tickets. Automatic switchover to „sleep mode“ reduces energy costs (with only 35 watts of power consumed).

3. Robust design

Be it inside a building, on an uncovered parking deck or free-standing in a parking facility. DESIGNA OUT offers the same superb performance in every situation. A robust design is the foundation around which a reliable overall system is built. The casing body, base, and cover are made from stainless steel, the outer and inner surface have a durable, weather-resistant powder coating. The casing door is plastic with a liquid coating, the front panel is made from Plexiglas® XT. The casing door and base door can be locked.

Dimensions

Dimensions in mm



Overview of DESIGNA OUT		Equipment
Processing	<ul style="list-style-type: none"> • TFT touch display (10.1") for showing and following graphical user instructions • Multicon-based ticket processing, MCBC (type: S2Fo) • Fully accessible operating elements • DESIGNA VoIP intercom 	<ul style="list-style-type: none"> ● ● ● ●
Exit media	<ul style="list-style-type: none"> • Reader for the 4-way processing of barcode tickets/ media for optimizing the payment process and throughput and for minimizing user errors 	<ul style="list-style-type: none"> ●
Control	<ul style="list-style-type: none"> • TCC with Linux operating system and passive cooling • Serial interface DESIGNA GATE and Ethernet connection • System requirements for the operating system software version DESIGNA OS x19 or higher 	<ul style="list-style-type: none"> ● ● ●
Casing body	<ul style="list-style-type: none"> • Casing body, base, and cover made from stainless steel (1.4301,V2A) • Plexiglas® front panel • Thermostat-controlled heater • Installation kit 	<ul style="list-style-type: none"> ● ● ● ●
Color	<ul style="list-style-type: none"> • Case body, door: RAL 9016 (Traffic White) • Cover: RAL 9017 (Traffic Black) 	<ul style="list-style-type: none"> ● ●
DESIGNA IN Standard options		
Information display (24")	<ul style="list-style-type: none"> • TFT colour display (24") for displaying digital media content, such as dynamic pricing developments, occupancy data, routing directions 	<ul style="list-style-type: none"> ○
Video camera	<ul style="list-style-type: none"> • An integrated camera makes it easier to deal with customer inquiries via the intercom. It enables the transmission of a live image of the customer 	<ul style="list-style-type: none"> ○
RFID	<ul style="list-style-type: none"> • The RFID reader allows the use of contactless parking cards 	<ul style="list-style-type: none"> ○
QR reader	<ul style="list-style-type: none"> • Reader for processing QR code-based media 	<ul style="list-style-type: none"> ○
PinPad	<ul style="list-style-type: none"> • Integration of a cashless payment option at the exit • Small receipt printer (incl. cancel/receipt soft button) 	<ul style="list-style-type: none"> ○ ○

● Included as standard, ○ Optional, can be extended at extra costs

Further information about the DESIGNA lane devices can be found in the respective data sheets or requested directly from our Service or Sales staff

DESIGNA - more than 65 years of experience

> 16,000 installed solutions worldwide

> 1,200 service customers

> 100 million revenue in 2019/2020



DESIGNA US has seven branch offices and a network of integration partners located across the country. They are your first stop when you have questions about DESIGNA parking systems or if you would like to install a parking system in your project. Their expertise runs deep, they have lots of experience in parking management and related industries. Contact us today and find out for yourself. We are proud to connect our R&D, the manufacturing plant, our supply chain and administrative departments, marketing and sales and their staff through our headquarters in Kiel, in northern Germany. A lean organization and a short and direct chain of command and communication ensure our position in the market as technology leader and innovation driver.

DESIGNA | CONTACT

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777 Oakmont Lane, Suite 2000
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United States of America

Steve Gorski
(888) 262-9706
info@designa.com
www.designa.com





DESIGNA GATE

Standard Parking Management System

DESIGNA GATE - the elegant way to control access

Reliable and energy-saving GATE with a sleek design and cutting-edge control technology. The robust and high-quality barrier was developed according to the latest standard for parking management systems and is very versatile.

Our GATE parking access control system guarantees safety for vehicles entering and exiting.

DESIGNA has over 65 years of experience in manufacturing and operating professional parking management systems. A fully reliable barrier system at entrances and exits is a prerequisite for ensuring the parking experience is as smooth and stress-free as possible from start to finish.

1. Fast opening and closing

The opening and closing speeds of DESIGNA GATE can be adjusted individually. A boost function (ASB) has also been integrated for special vehicles. It automatically increases the level of sensitivity for unusual vehicle dimensions. Integrated two-channel induction loop detectors monitor safe entrance and exit. The induction loop detectors are also able to detect any fraudulent attempts to enter the parking facility.

2. Cutting-edge control technology

DESIGNA GATES are equipped with interfaces for cutting-edge control technologies - a prerequisite for elegant and harmonious integration into the overall architecture. An automatic frequency can be used to select the detectors. Further, the devices offer configurable behavior in case of power outage. Possible options are, for example, "barrier opens automatically after power outage", "barrier remains closed and locked", and "barrier remains closed and unlocked".

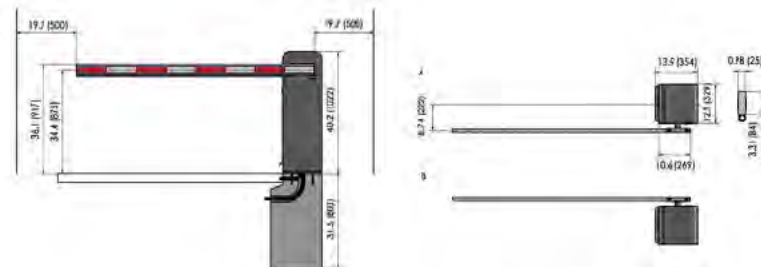
3. Robust design

DESIGNA helps to save on costs thanks to a durable and solid casing body design and the use of robust ball bearings. The drive unit features a brushless DC motor - wear-resistant, durable, and maintenance-free. The motor and gearing are incorporated in a compact unit that ensures a long service life.

Be it inside a building, on an uncovered parking deck or free-standing in a parking facility, exposed to the sun, wind, and rain. DESIGNA GATE offers the same superb performance in every situation. A robust design is the foundation around which a reliable overall system is built. The casing body is made from galvanized steel, and the casing door and cover from stainless steel 1.4016. The robust design ensures the barriers can even be used in areas with high wind loads.

Dimensions

Dimensions in inch (mm)



Overview DESIGNA GATE		Equipment
Barrier arm	<ul style="list-style-type: none"> • Overall barrier arm length 8 feet (2.7 m), 10 feet (3.0 m), and 12 feet (3.7 m), mounted on the right side • Alarm if the barrier arm is not positioned correctly. • Barrier arm made of aluminum profile, transparent anodic coating, with red reflective strips, lower edge with shock-absorbing edge protector 	<ul style="list-style-type: none"> ● ● ●
Drive unit	<ul style="list-style-type: none"> • Brushless DC motor, wear-resistant, durable, and maintenance-free • Motor and gearing in a compact unit with non-contact reversing mechanism • Certification UL File Number: E198104 	<ul style="list-style-type: none"> ● ● ●
Control	<ul style="list-style-type: none"> • Adjustable opening and closing speeds • Serial interfaces for cutting-edge control technologies Integrated two-channel induction loop detector • Automatic frequency selection • Boost function (ASB) to automatically increase sensitivity for unusual vehicle dimensions • Configurable behavior in case of power outage Barrier opens automatically after power outage, barrier remains closed and locked, barrier remains closed and unlocked 	<ul style="list-style-type: none"> ● ● ● ● ●
Colors	<ul style="list-style-type: none"> • Casing body, door: RAL 9016 (Traffic White) • Cover: RAL 9017 (Traffic Black) 	<ul style="list-style-type: none"> ● ●

● Included as standard

Further information about GATE can be found in the respective data sheets or requested directly from our Service or Sales staff.

DESIGNA - more than 70 years of experience

> 16,000 installed solutions worldwide

> 5 Million parking transactions on DESIGNA CLOUD per month

> 100 Million revenue in 2019



DESIGNA US has seven branch offices and a network of integration partners located across the country. They are your first stop when you have questions about DESIGNA parking systems or if you would like to install a parking system in your project. Their expertise runs deep, they have lots of experience in parking management and related industries. Contact us today and find out for yourself. We are proud to connect our R&D, the manufacturing plant, our supply chain and administrative departments, marketing and sales and their staff through our headquarters in Kiel, in northern Germany. A lean organization and a short and direct chain of command and communication ensure our position in the market as technology leader and innovation driver.

DESIGNA | CONTACT

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Steve Gorski, CEO
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info@designa.com
www.designa.com/en-us





DESIGNA PAY

Standard Parking Management System

DESIGNA PAY - reliable payment transactions

Our PAY automatic pay stations have a compact format and modern design to handle payment transactions in your parking management system. Choose the automatic pay station that matches your needs, e.g. which payment options you want to offer your customers (cashless or cash and cards). The modern operating system ensures smooth payment transactions at all automatic pay stations.

Our PAY automatic pay stations as a central hardware component.

DESIGNA has over 65 years of experience in manufacturing and operating professional parking management systems. A convenient customer payment method is a prerequisite for ensuring the parking experience is as smooth and stress-free as possible from start to finish. It must be efficient, thereby ensuring fast payment via an intuitive user interface.

1. Award-winning design

The „PAY Cashless“ pay station was awarded the iF DESIGN AWARD 2020. Each year, the iF International Forum Design presents one of the best known and most sought-after design seals worldwide: the iF DESIGN AWARD. The iF DESIGN AWARD is recognized as a symbol of design excellence around the world, and welcomes over 6,000 submissions from 70 countries every year.

2. Intuitive operation - fully accessible

End customers are always the decisive component when it comes to evaluating your parking management system. They should be able to use the respective stations as conveniently and intuitively as possible. The demand is a fully automated system that operates with the least amount of staff. We therefore invested in the intuitive nature of our system to keep individual process steps as simple as possible. Fully accessible and easy-to-operate devices were a fundamental aspect of the development process. A TFT color display (10.1") with touch function has been incorporated to enable quick and easy use.

3. Robust design

Be it inside a building, on an uncovered parking deck in the sun or free-standing in a parking facility exposed to the wind and rain. A DESIGNA PAY automatic pay station offers the same superb performance in every situation. A robust casing body, in particular, is an essential requirement for a reliable overall system. The casing body, door, and base are made from stainless steel (1.4301, V2A). The outer and inner surface have a durable, weather-resistant powder coating with a deep matt and finely textured finish. The Plexiglas® front panel is made from weather and UV-resistant material.

4. Exclusive for the PAY Cash&Card

The standard devices for your parking management system are available in two variants. The PAY Cashless variant allows customers to pay conveniently by card. While the PAY Cash&Card variant additionally offers the full range of payment methods. Customers can choose between paying by card, coins or even banknotes. A banknote recycler has been integrated into the PAY Cash&Card variant for banknote and coin processing. The banknote recycler also enables customers to receive change in banknotes.

5. Upgradable components

Both variants of DESIGNA PAY Standard already offer numerous functions for operating parking management systems efficiently. However, these standard devices can be easily upgraded for specific fields of application. A key component is, for example, the TFT color display (18.5") for displaying individual information, such as tariffs or advertising in video format.

"We are delighted with our decision to choose DESIGNA as a manufacturer and service provider for innovative parking management systems. The systems guarantee top performance 24/7." Gerald Krebs, Senior VP Parking Management, Fraport AG



- ▶ Barcode technology for processing barcode tickets
- ▶ „Lost Ticket“ function due to a Multicon with print option
- ▶ TFT color display (10.1“) with touch function
- ▶ Weather and UV-resistant Plexiglas® front panel
- ▶ Outer and inner surface have a durable, weather-resistant powder coating with a deep matt and finely textured finish
- ▶ Intuitive user guidance
- ▶ Processing of tickets and cards with barcode technology
- ▶ Fully accessible operation
- ▶ iF Design Award 2020
- ▶ Available as a Cashless and Cash&Card variant

Overview of DESIGNA PAY		Cash&Card	Cashless
Payment Optionen	• Coin slot with electronically controlled closure	●	/
	• Coin processing unit - Accepts EURO coins - Change dispensed as four different coin denominations (values) from self-filling coin hoppers - Lockable, prevents unauthorized removal of the secured coin cassette	●	/
	• Bank note recycler with secured loading cassette: accepts up to eight denominations (values) and a maximum of fifteen banknotes per individual payment (banknotes can be inserted in all four directions). Dispenses up to four different banknotes denominations (values) and a maximum of fifteen banknotes. The banknote cassette has a maximum capacity of 600 banknotes	●	/
	• Receipt printer for issuing receipts using thermal printing technology	●	●
	• PinPad, Secure Card Reader & NFC reader (Cash&Card variant only prepared for these features)	○	●
Access media	• Reader for the 4-way processing of barcode tickets for optimizing the payment process and throughput and for minimizing user errors	●	●
Casing	• Casing body, door, and base are made from stainless steel	●	●
	• Plexiglas® front panel	●	●
	• Thermostat-controlled heater	●	○
	• Montage-Kit	●	●
Color	• Casing body, door, and base: RAL 9016 (Traffic White)	●	●
	• Front panel, frame, and cover plate: RAL 9017 (Traffic Black)	●	●
Control	• TCC with Linux operating system and passive cooling	●	●
	• Ethernet connection	●	●
	• System requirements for the operating system software version DESIGNA OS x19 or higher	●	●
Equipment	• Barrierefrei Fully accessible operating elements	●	●
	• DESIGNA VoIP	●	●
	• TFT color display (10.1") with integrated touch function for graphical user guidance	●	●

- Included as standard
- Optional, can be extended at extra costs
- / Not available

Further information about the individual fully automated pay stations can be found in the respective data sheets or requested directly from our Service or Sales staff.

DESIGNA PAY Standard options		Cash&Card	Cashless
Payment via PinPad	<ul style="list-style-type: none"> Extension of payment methods for DESIGNA Cash&Card with a PinPad & NFC reader The standard variant of the fully automated pay station is already prepared for integrating the reader 	<input type="radio"/> <input checked="" type="radio"/>	<input checked="" type="radio"/> <input checked="" type="radio"/>
QR code camera	<ul style="list-style-type: none"> The QR code camera enables the fast and efficient processing of QR-based tickets The standard variant of the fully automated pay station is already prepared for integrating the QR code camera 	<input type="radio"/> <input checked="" type="radio"/>	<input type="radio"/> <input checked="" type="radio"/>
Video camera	<ul style="list-style-type: none"> An integrated camera makes it easier to deal with customer inquiries via the intercom. It enables the transmission of a live image of the customer. The standard variant of the fully automated pay station is already prepared for integrating the camera 	<input type="radio"/> <input checked="" type="radio"/>	<input type="radio"/> <input checked="" type="radio"/>
Information display (18,5")	<ul style="list-style-type: none"> Increase the dynamism of customer information and utilize additional revenue opportunities from advertising. The TFT color display (18.5") allows you to do both - display individual information such as tariffs or advertising in image or video format The standard variant of the fully automated pay station is already prepared for integrating the TFT color display 	<input type="radio"/> <input checked="" type="radio"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>



DESIGNA - more than 65 years of experience

> 16,000 installed solutions worldwide

> 1,200 service customers

> 100 million revenue in 2019/2020



DESIGNA US has seven branch offices and a network of integration partners located across the country. They are your first stop when you have questions about DESIGNA parking systems or if you would like to install a parking system in your project. Their expertise runs deep, they have lots of experience in parking management and related industries. Contact us today and find out for yourself. We are proud to connect our R&D, the manufacturing plant, our supply chain and administrative departments, marketing and sales and their staff through our headquarters in Kiel, in northern Germany. A lean organization and a short and direct chain of command and communication ensure our position in the market as technology leader and innovation driver.

DESIGNA | CONTACT

DESIGNA US
777 Oakmont Lane, Suite 2000
Westmont, Illinois 60559
United States of America

Steve Gorski
(888) 262-9706
info@designa.com
www.designa.com





DESIGNA SERVICE

DESIGNA SERVICE - the best guarantee for your business

DESIGNA offers a wide range of services to ensure trouble-free and efficient operation of your parking management system. From ongoing professional maintenance and on-site service to repairs and spare parts supply - fast, effective, and direct. DESIGNA customers can always rely on our service packs - the various maintenance levels ensure the highest reliability and proper performance of your system.

To avoid any kind of breakdowns service is the best answer.

Besides developing high-quality hardware and software, DESIGNA also offers a full range of services. Top performance of our customers' parking management systems is our number one priority. On the one hand, we see our service as active and fast help in case of urgent need for action and, on the other hand, as preventive maintenance. At DESIGNA, service for complex systems is an integral and key component - also for the future. It is how we ensure the value retention of your investment, avoid unforeseen downtime, and help you recognize and make the most of opportunities.

1. Value retention of your investment

When purchasing a parking management system, operators want to benefit from the longest possible period of use. At DESIGNA, we see it as our obligation to guarantee a long service life for your parking management system through workable designs and technology components. Our service is designed to efficiently enhance the system's service life.

2. Avoiding unforeseen downtime

A busy shopping weekend just before the holidays, an important event that requires all your parking resources or the proper handling of transient and monthly parkers using various access media. Whenever your parking management system is working at full capacity, you need to avoid unforeseen circum-

stances interrupting or negatively affecting performance. Besides causing a lot of stress, it also results in a loss of profit for your business and possible hassle and creates unnecessary difficulties of identifying and dealing with the causes. All things that you certainly want to avoid. We are therefore constantly adapting our service to meet changing needs and to prevent and avoid faults. Our on-site experts identify potential points of failure and eliminate them before they start to cause problems. Allowing you to concentrate fully on your core business.

3. Recognizing and utilizing more opportunities

With over 16,000 installed parking management systems worldwide, our Service staff have extensive experience. They compare installations and identify optimization potential. And this use of synergistic effects benefits you in your daily work. We identify opportunities and discuss these with your experts on site - be it to optimize throughput, eliminate the causes of errors at an early stage or prevent operational disruptions by altering service activities. Thanks to the depth and breadth of our installations, we are able to quickly identify new opportunities for technological development and, if so desired, integrate them into your system - if the return-on-investment is right. Utilize DESIGNA's expertise to achieve greater business potential through proactive and predictive service.



DESIGNA SERVICE Cards

Your personal DESIGNA Service Card offers you direct access to your services. The Service Card contains information on the service level, the service contract number and the service telephone number (hot-line) via which you will be immediately connected to a member of the DESIGNA Customer Service Team.

Overview of DESIGNA SERVICE Packs

Priority Priority +

- The Priority Pack includes privileged VIP access to telephone support and priority order processing for remote maintenance and service calls.
- Furthermore, credit is provided for five hours of remote maintenance and two on-site service calls.
- You also have access to the online information platform DESIGNA eCademy.
- With the Priority + variant, customers additionally receive extensive hardware and software maintenance once a year for trouble-free and long-term operation.

Professional Professional +

- The Professional Pack includes all the services of the Priority Pack.
- With the Professional Pack, you benefit from all the advantages of having access to 24/7 remote maintenance.
- You also have access to the online information platform DESIGNA eCademy.
- With the Professional + variant, customers additionally receive extended on-site service and extensive hardware and software maintenance once a year.

Expert Expert +

- The Expert Pack includes all the services of the Priority Pack and the Professional Pack.
- You also have access to the online information platform DESIGNA eCademy.
- The Expert Pack provides you with a „full guarantee“ on all services for eliminating faults in your system. This gives you privileged access to support and remote maintenance, material and delivery guarantees, and hardware and software maintenance twice a year.
- With the Expert + variant, customers additionally receive extended on-site service, extensive hardware and software maintenance twice a year, and all the advantages of the „full guarantee“.

If you choose one of our service packs, you will receive **price reductions** on all further service hours. Hardware and software maintenance is also available as an individual service, independent of the service packs.

Further information about the individual packs and the scope of the DESIGNA CLOUD services can be found in the respective data sheets or requested directly from our Service or Sales staff.

DESIGNA - more than 70 years of experience

> 16,000 installed solutions worldwide

> 1,200 service customers

> 100 Million revenue in 2019

Select now
your best-fit
service package!



DESIGNA US has seven branch offices and a network of integration partners located across the country. They are your first stop when you have questions about DESIGNA parking systems or if you would like to install a parking system in your project. Their expertise runs deep, they have lots of experience in parking management and related industries. Contact us today and find out for yourself. We are proud to connect our R&D, the manufacturing plant, our supply chain and administrative departments, marketing and sales and their staff through our headquarters in Kiel, in northern Germany. A lean organization and a short and direct chain of command and communication ensure our position in the market as technology leader and innovation driver.

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United States of America

Steve Gorski, CEO
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info@designa.com
www.designa.com/en-us



Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That DESIGNA Access Corporation, a corporation incorporated under the laws of GEORGIA, is authorized to transact business in the Commonwealth of Virginia;

That the corporation obtained a certificate of authority to transact business in Virginia from the Commission on November 14, 2017; and

That the corporation is in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

May 20, 2021

A handwritten signature in cursive script, reading 'Bernard J. Logan'.

Bernard J. Logan, Clerk of the Commission

STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

DESIGNA ACCESS CORPORATION
a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 20951681
Date Inc/Auth/Filed: 05/29/2001
Jurisdiction : Georgia
Print Date : 05/21/2021
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State



Commonwealth of Virginia
Department of Taxation

VIRGINIA BUSINESS TAX REGISTRATION

September 27, 2017

DESIGNA ACCESS CORPORATION
777 OAKMONT LN
STE 2000
WESTMONT, IL 60559-5580

DESIGNA ACCESS CORPORATION
Federal Employer Identification Number: 58-2639596
Entity Type: C Corporation
Correspondence ID: 50616008



Why you are receiving this letter...

This letter is to confirm your registration with the Virginia Department of Taxation.

Tax Type	VA Tax Account Number	Filing Frequency	Effective Date
Withholding	30-582639596F-001	Monthly	08/01/2017

Your account numbers as shown above are very important. Always use the entire 15-character tax account number when filing returns, making payments, or if you need to contact us.

The following information is provided to help you understand your reporting responsibilities going forward. Please review the information in this letter as it pertains to the specific tax types for which you are registered.

If you have registered for...

Sales Tax:

A sales tax certificate will be mailed to you. This certificate must be displayed in your place of business.

Collecting and remitting the proper amount of sales tax is very important. Visit our web site at www.tax.virginia.gov for more information about Sales and Use Tax including:

- Sales tax table
- Form ST-9A, Sales and Use Tax Worksheet
- Exempt sales must be reported on your sales tax return even though sales tax will not be paid on exempt sales
- How to calculate the dealers discount
- What foods qualify for the food tax
- Late pay penalty, failure to file penalty and interest
- Tax forms and instructions

If your filing frequency is **Monthly**, Form ST-9 sales tax returns are due by the 20th day of the following month.

If your filing frequency is **Quarterly**, Form ST-9 sales tax returns are due by the 20th day of the month following the end of a quarter: April 20 for January 1 – March 31, July 20 for April 1 – June 30, October 20 for July 1 – September 30, January 20 for October 1 – December 31.

If you employ a payroll service provider they must be provided with a copy of this information to ensure successful electronic filing and payment compliance.

Corporation Income Tax:

All corporations are required to file an annual Form 500 income tax return by the 15th day of the fourth month following the close of their tax year (calendar year or fiscal year).

You are required to electronically file the annual income tax return and pay estimated tax payments, extension payment and final payments.

We require the corporation annual return be filed through the Fed/State e-File program. The e-File system is supported by numerous commercial software programs. e-File software will automatically check for completeness, correct errors, generate the applicable schedules and electronically transmit the return and payment to the Fed/State e-File processing systems. A list of approved commercial software is available on our website. If a tax due payment is required, the payment can be made through the e-File system as a direct debit or you may pay with an ACH Credit established through the corporation's bank.

The e-File program provides many benefits, including:

- Supports filing the federal and state return electronically at the same time
- Federal return is automatically provided to the state electronically
- Supports consolidated and combined filings
- Supports attaching PDF copies of required documentation
- Choice of approved e-File software programs; corporations may find their current software already supports e-Filing
- Ability to schedule payment of a tax due through direct debit for a future date, when filing before the due date
- Ability to e-File prior year returns for up to two tax years

In order to successfully e-File, corporations must:

- Use an approved commercial software product
- Be able to create a readable PDF. This means you must either have a scanner that allows you to scan documents into a PDF file or another tool such as a version of Microsoft Office 2007 that allows you to save a Word or Excel file into a PDF format

If you are unable to file and pay electronically at this time, you may request a temporary waiver. The waiver form can be downloaded from our website at www.tax.virginia.gov.

Visit our web site for more information about corporation income tax including:

- Approved e-File software vendors
- Electronic filing waiver
- Making estimated tax payments
- Extension for time to file
- Extension penalty
- Late payment penalty and interest
- Responsible parties

For all other Taxes Registered:

We will send you additional information on when to file, where to file, tax filing due date, failure to file and pay, penalty and interest, etc. For more information visit our website at www.tax.virginia.gov.



Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	<u>Designa Access Corp.</u>
Print Name	<u>Steve Gorski</u>
Address	<u>777 Oakmont Lane, Suite 2000</u>
City, State, Zip	<u>Westmont, IL 60559</u>
Authorized signature	<u><i>Steve Gorski</i></u>
Date	<u>July 22, 2021</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature

Steve Gorski


Date

July 22, 2021

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Designa Access Corp.
Address	777 Oakmont Lane, Suite 2000
City/State/Zip	Westmont, IL 60559
Telephone No.	(630) 891-3038
Fax No.	
Email address	steve.gorski@designa.com
Printed name	Steve Gorski
Position with company	CEO
Authorized signature	

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/State_and_Territories.shtml

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