

Proposal to

NCPA

National Cooperative Purchasing Alliance



In Response to
Solicitation Number: 15-19
Request for Proposal (RFP)
for Parking Meters
Due Tuesday, July 23, 2019
2:00 pm CST



By



Seth Ward, III
President and CEO
200 South Elmira Avenue
Russellville, AR 72802
479-968-2880 or 800-331-7275
pom@pom.com - www.pom.com

Parktel 2.0

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Tab 1 – Master Agreement

General Terms and Conditions

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

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

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

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

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

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

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - 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 \$15 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.

- ◆ 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 | POM Incorporated |
| Address | 200 South Elmira Avenue |
| City/State/Zip | Russellville, AR 72802 |
| Telephone No. | 479-968-2880 |
| Fax No. | 479-968-2840 |
| Email address | pom@pom.com |
| Printed name | Seth Ward, III |
| Position with company | President and CEO |
| Authorized signature |  |

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 1, 2019, by and between National Cooperative Purchasing Alliance (“NCPA”) and POM Incorporated (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2019, referenced as Contract Number 05-40, 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 Meters ;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

| 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 underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ **General Provisions**


- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, 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 1, 2019

Vendor: POM Incorporated

Name: Seth Ward, III

Title: President and CEO

Address: 200 South Elmira Ave.
Russellville, AR 72802

Signature: 

Date: July 18, 2019

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 Russellville, State of Arkansas

◆ **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:

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

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Bobra Schultes
Title: Technical Sales Manager
Company: POM Incorporated
Address: 200 South Elmira Avenue
City: Russellville State: AR Zip: 72802
Phone: 479-968-2880 Email: bobra@pom.com

▪ Purchase Orders

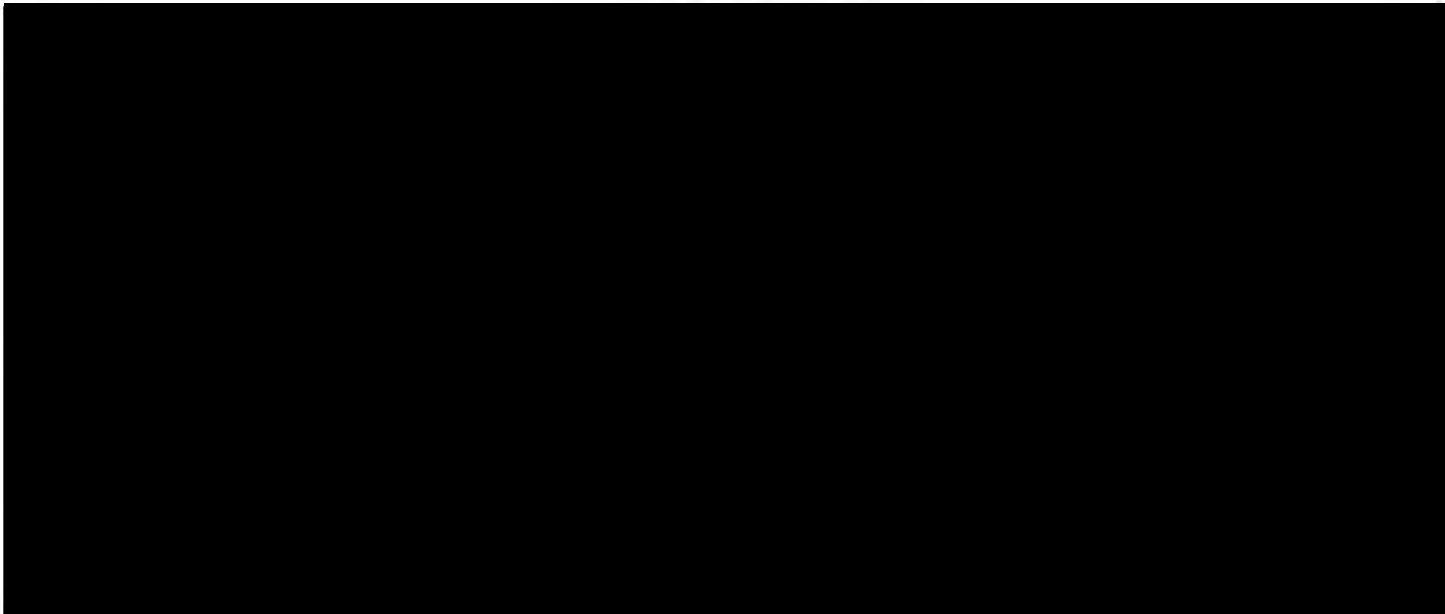
Contact Person: Bobra Schultes
Title: Technical Sales Manager
Company: POM Incorporated
Address: 200 South Elmira Avenue
City: Russellville State: Arkansas Zip: 72802
Phone: 479-968-2880 Email: bobra@pom.com

▪ Sales and Marketing

Contact Person: Bobra Schultes
Title: Technical Sales Manager
Company: POM Incorporated
Address: 200 South Elmira Avenue
City: Russellville State: Arkansas Zip: 72802
Phone: 479-968-2880 Email: bobra@pom.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



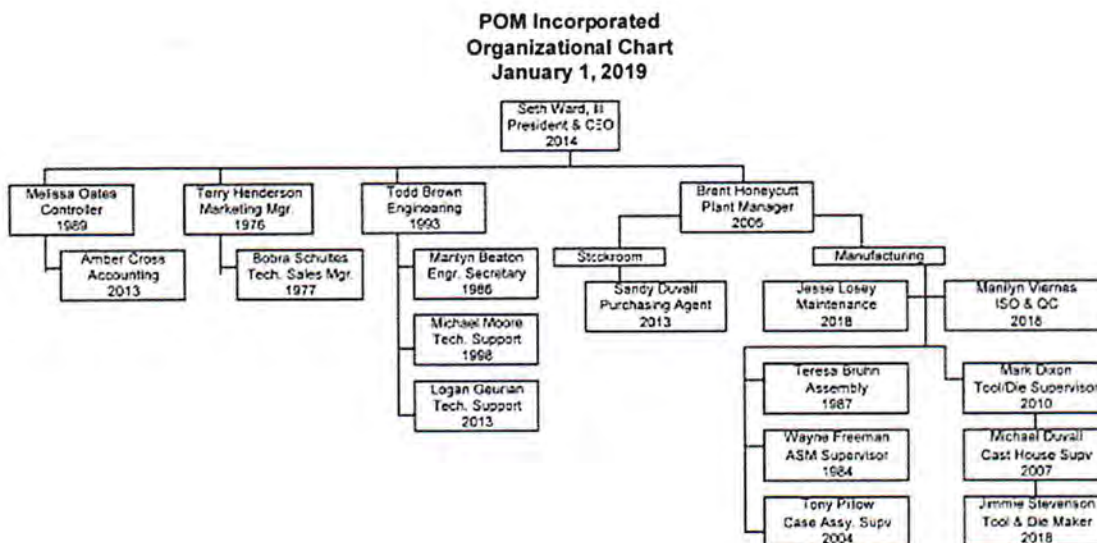
4. Vendor Profile

This proposal is offered by POM Incorporated. Since the invention of the parking meter in 1935, POM (descended from the original Park-O-Meter factory) has continued a proud tradition of manufacturing high quality, durable parking meters for the ever-changing worldwide parking market. See our complete company history at <http://www.pom.com/our-history/>.

POM's Dun & Bradstreet number is 044915148.

POM Incorporated is a privately held C Corporation registered in the State of Arkansas. The POM corporate office and complete manufacturing facility is at 200 South Elmira Avenue, Russellville, Arkansas 72802.

The organizational chart of those involved in this contract:



You can see from the dates of employment for these top and middle level staff, POM has the most experience in the design, sales, and manufacture of parking meter systems of any organization in the world.

Standard terms of payment: Net 30 days after receipt of invoice.

Although POM is the oldest and most established parking meter manufacturer in the world, many other companies sprang up to compete through the 1940's through the 1970's. While most of those have long since gone out of business, a few remain. They are, in order: Duncan Industries, J. J. MacKay Canada Ltd., and about 12 years ago IPS Group.

POM's client based has always been mostly city and county based, with a few clients being colleges and universities, and transit authorities. Actual annual sales numbers are confidential.

What differentiates POM from competitors:

- POM is the most longstanding parking meter manufacturer and our staff has the most experience in parking meter systems design and production.
- POM products are made 100% in the USA. We are ISO 9001:2008 quality certified. Our company is 100% Woman Owned.
- While all the other parking meter companies have tried to diversify into other sectors of parking, POM has always specialized in single-space (up to 4 spaces) parking meters. We stay focused on making our parking meters the most heavy-duty, user friendly, maintenance friendly, and enforcement friendly method of on-street paid parking. Our solar smart meters are the most aesthetically pleasing design (retro, yet modern), and our two-space meter (same price as single-space) reduces the number of meters required AND the monthly fees for wireless connectivity. Our free-time option for short stays, and our ability to accept mobile payments, all serve to make our meters the most popular with downtown merchants.

What differentiates POM Parktel 2 Solar Smart Meters from other smart meters:

- The 2-space Parktel meters for left-right spaces will cut the cost of meter heads AND their monthly connectivity fees in half. POM prices the 2-space meter the same as single-space.
- Change Parktel meters from single-space to two-space or vice-versa by simple firmware download from MeterManager.Net dashboard, either "on the fly" while installing out on the street, or from any computer, pad, or smart phone with internet access and Chrome browser. This capability reduces the number of spares the client will need, as any meter can become single-space or two-space, and any rate/time limit.
- The Parktel E-reader type display is the most low-power yet high-visibility of any other meter display. In bright sunlight, it is even easier to read, and it is backlit for use in low-light conditions. In static mode, it draws no power at all.
- The Parktel 2 meters have an aesthetic, retro look that will complement any streetscape more so than any other parking meter on the market. Choose our gloss black or gunmetal gray powder paint finish, or we can match other downtown color schemes (simply provide Pantone color number for matching).
- The zinc upper housing and dome of the Parktel 2 meter provides the same four-corner locking security as conventional vandal-resistant meters on the market.
- MeterManager.Net cloud dashboard will communicate by cellular wireless with the Parktel 2 meters, allowing you to monitor status, usage, revenue, backup battery levels, and create/download your own dynamic, demand-based rate profiles. Communications with conventional APM meters (non-networked) is accomplished with a handheld pda kit.
- The Parktel solar panels, rechargeable battery, low-power display, low-power modem, and power management chip provide for long backup battery life. This allows us to keep our modems always on standby, so all transactions are cleared quickly AND in real time. We call this "Always-On Technology", and it's how the Parktel is also able to integrate with pay-by-cell and other third-party vendors with little or no effect on battery life.

- In addition to the major credit and debit cards, the Parktel smart meters will also accept prepaid smart cards branded for the entity's parking system AT NO ADDITIONAL CHARGE. Prepaid smart cards have no transaction fees and are popular in many POM meter installations because of the refunding feature and the up-front card sales revenue. You may issue and reload the prepaid smart cards from our MeterManager.Net dashboard using the Mako Technologies DT-3500 USB card interface. Cards are inexpensive and can be customized with custom artwork and instruction text. Designated Parktel meters may be programmed to act as smart card value loading stations, pricing the same as the parking meters. Meters may be turned into charging stations, or back to meters, by simple firmware download from MeterManager.Net.
- Because the heavy duty Parktel meter buttons are interactive and programmable (not burned-in/limited to one function), one may be programmed to provide a small amount of free time at a single-space meter. Our two-space meter may provide free time when the user first selects the left or right parking space. Free time option is no extra charge.
- The Parktel 2 offers 512 kilobytes of reprogrammable memory.
- The Parktel 2 has three expansion ports for future operation hardware or accessories.
- The Parktel 2 coin chute has no moving parts (which can contribute to coin jamming). Instead, the chute detects backward movement of the coin and will remove the purchased time from the meter, deduct the purchase from the audit data, and create a record of the attempt.
- The Parktel 2 operates with GSM modem and replaceable SIM over T-Mobile network. We have the capability to change to a different network if necessary for signal strength. Reliability of signal coverage can be predetermined by coverage map <https://www.t-mobile.com/coverage/coverage-map> (which is customer data verified); additionally one may use a device such as GSM cell phone to check text delivery time, or a meter mechanism to run a test transaction and check completion time, all good indicators of signal strength for our particular purpose.
- POM can integrate with the client's choice of Passport, Parkmobile, MPay2Park, or MobileNow! cell phone payment that will push time onto the meters. Enforcement personnel may continue to drive by the meters and view the same status signal, no matter what payment method was used. POM will soon also offer our own mobile app, branded for the parking entity, with a much lower user fee than the common mobile apps.
- Enforcement: POM's integration with Passport gives their enforcement application access to the Parktel meters' location and status. We can also work with any other enforcement provider through shared API as required by the Parking Entity.

How POM will market the NCPA national contract if awarded:

POM markets through our web presence and social media, through advertising and press releases in the major parking trade journals and select press media; direct mail and telemarketing; and coordinated efforts for local outreach and public education and announcements.

How POM will introduce NCPA to our organization:

After award of the NCPA contract, POM will hold a staff meeting to celebrate and plan our timeline for meeting the goals of the contract. Delegation of tasks, discussion of inventory and lead times, and staffing requirements will be coordinated. A local media announcement of the contract award will be made to encourage HR applicants.

Online catalog/ordering website:

POM products are sold through direct sales contact due to the level of customization required. Support documentation to facilitate a successful installation of POM products is available at our website

www.pom.com.

POM Customer Service and Support:

POM provides live customer service and factory support 5 days a week, 8AM-5PM CST. We offer a toll-free number 800-331-7275, and after-hours our clients can contact us at support@pom.com. POM engineering staff, and at times even upper level management, check the clients' data dashboards to ensure normal activity. This online support capability allows us to quickly address and correct any issues that may arise. POM is adding support logging capability so that client's may see a log of user activity within their dashboard for added security and transparency. POM's engineering and development staff provide hardware and software support, database management and security, and critical backups. They work closely with our wireless provider (Kore Telematics) and our PCI Level 1 certified gateway provider (CreditCall/NMI) to ensure the highest level of uptime and security in the industry. Additionally, POM utilizes Amazon AWS servers for 24/7 cloud support.

MeterManager.Net, POM's cloud management system, provides online help, manuals, and video tutorials accessible from any media with internet access and Chrome browser.

When required, POM may provide on-site support and training, and/or Webex training.

Warranty:

POM products are guaranteed to be free of defects in materials and workmanship for a period of one (1) year from date of delivery. Not covered under this warranty: acts of God, vandalism, misuse and abuse, improper or inadequate maintenance as defined in factory training and service/troubleshooting documentation; and improper or inadequate packing used for transfer or shipping of products, i.e. back to the factory for repair or evaluation. This warranty and the client's exclusive remedy are in lieu of any other warranties, express or implied, with regards to the intended purpose of these products.

Replacement Parts Availability:

POM maintains a complete inventory of replacement parts and accessories for the items listed in this contract. Our standard lead time for normal parts orders is within 2 weeks from receipt of order; for normal meter and housing orders 4-6 weeks from receipt of order and specifications. POM is ISO 9001:2008 quality certified, and our ISO warranty response goal is 24-48 hours upon receipt of the returned goods.

Under normal use, POM meters have a life expectancy of 7-10 years, mostly dictated by the availability of electronic components and the utilization of factory-recommended preventive and reactive maintenance procedures and spare parts inventory. Battery life guarantee falls under the one-year

warranty, but battery life expectancy is 2-4 years for the 6V AA battery pack used in the APM conventional coin meter line, and 2 years for the Parktel solar smart meters.

Proposed return policy: for warranty claims, contact POM customer service 800-331-7275 or support@pom.com for an RMA number. POM will assign an RMA number and issue a call tag to have the goods picked up. The client should ensure that proper and adequate packaging is used to avoid damage in shipping. Goods being returned for repair outside of warranty should be shipped prepaid, and POM will advise if the items can be repaired and what the costs will be to repair them. All return goods should have notes with them documenting the reason for return and any special requests (i.e. programming changes detail).

Green Initiatives:

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

EPA Compliance: POM meets all federal, state, and local EPA requirements in the pretreatment chemicals used for our metal finishing and how we dispose of wastewater from our powder paint line.

ISO Compliance: our procedures that keep us in compliance with ISO 9001:2008 meet a variety of green initiatives. Documentation and training to ensure correct job procedures are used, reduces waste of products, utilities, and manpower. By incorporating our ISO procedures, POM was able to reduce scrap by 63.6% from 2014 to 2017, and an additional 5% annually thereafter.

Lighting: POM is currently undergoing a complete factory upgrade to LED lighting from fluorescent, which will reduce the amount of energy used by 1/3. Additionally, POM utilizes opaque skylights throughout the factory to supplement lighting and reduce the number of fixtures required.

Waste Management/Recycling: all raw materials left over or scrapped are recycled, i.e. Lexan, zinc, and aluminum. Any waste materials that cannot be used directly in our manufacture are sold to scrap dealers for their recycling efforts. Waste paper from the office printer is made into notepads or shredded into packing material. Our packing department saves and reuses cartons and packing materials, even that from our suppliers.

5. Products and Services/Scope

POM manufactures electronic parking meters and offers these products within your “Parking Meter” category:

Meter Mechanisms: specifically, Model Parktel 2.0 solar smart meter mechanisms and Model APM conventional coin mechanisms, all with options for single or multiple space and variety of payment methods.



Partel 2 Smart Meter in base model zinc housing (accepts coins, smart cards, credit and debit cards, and pay-by-cell apps)



APM-E Coin-and-Smart Card in base model zinc housing (high-visibility rotary enforcement status signal option shown)

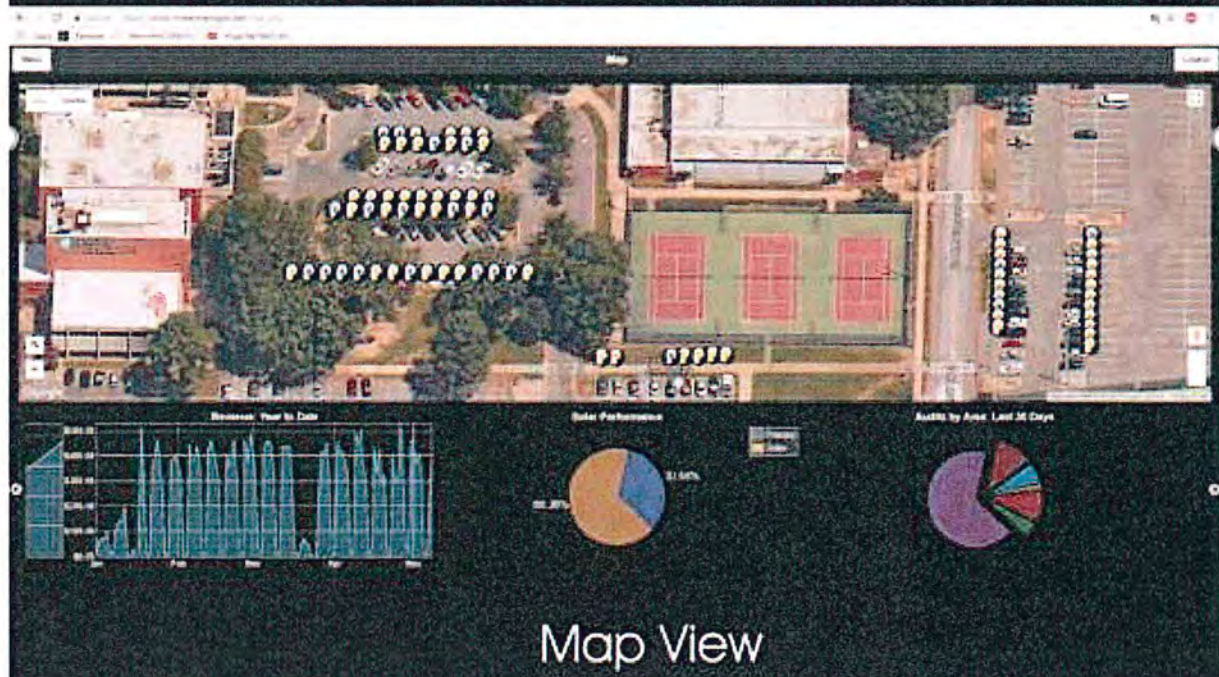
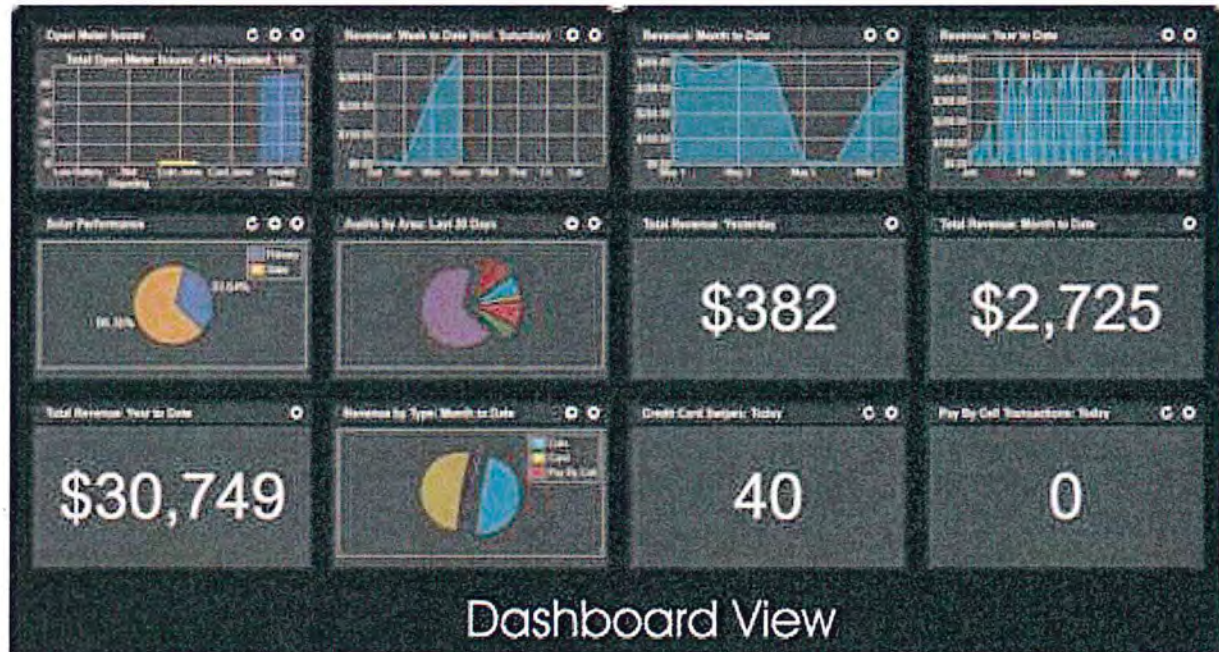


APM-2X Coin-and-Smart Card in all-iron housing with 95 style vault



APM-2X Coin-and-Smart Card in all-iron housing with Magnum vault

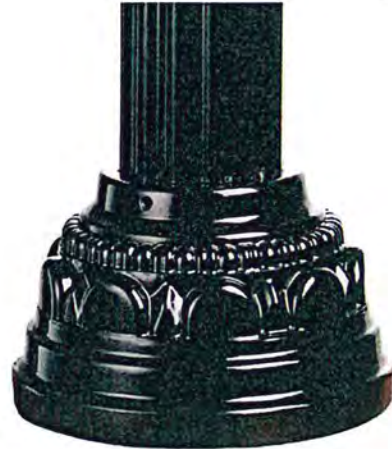
Meter Management System: MeterManager.Net cloud based management dashboard, for creating/downloading simple and complex dynamic rate profiles or firmware updates to the parking meters (wirelessly to the Parktel smart meters or via handheld pda to conventional non-networked meters); monitoring meter status; reporting revenue intake broken down by area and by payment method; recording maintenance activities.



Meter Accessories: coin collection equipment for dump style coin collecting, or for opening security locked coin boxes; vintage post sleeves and bases; twin mounting adapters in aluminum or iron versions; prepaid smart cards.



Security coin collection cart



Victorian Sleeve and Base Set



Aluminum twin adapter



Iron twin adapter



Prepaid (refunding) Smart Cards

And may we suggest one additional category:

Meter Housings: base model all-zinc Tamperproof housing with expanded capacity coin compartment (holds \$65 in quarters), with optional iron upper housing for the model APM-E and competitor

mechanisms; optional iron Tamperproof expanded capacity vault (also holds \$65 in quarters); optional 95-style (round door) iron vault, also holds \$65 in quarters; and Magnum iron vault (holds \$118 in quarters). Vault lock options for all base model E-lock, Changematic 8-series changeable lock, Illinois Duo high security lock, National 64-series changeable high security lock (any of the foregoing with POM's proprietary SmartLock system option); and Medeco Nexgen electronic lock. Inner coin box options include open-top inner cup and sealed security style inner coin box.



Zinc Tamperproof Vault, holds \$65 in quarters



Iron 95 style vault, holds \$65 in quarters



Iron Tamperproof Vault, holds \$65 in quarters

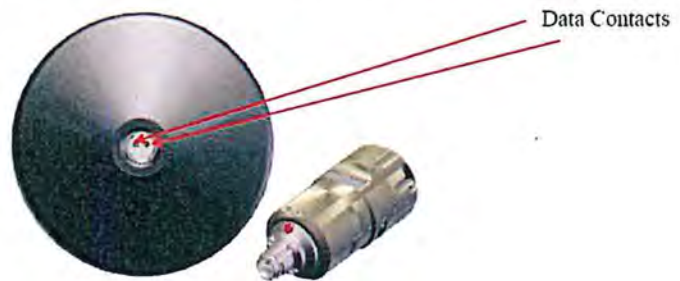


Iron Magnum, holds \$118 in quarters



POM SmartLock System shown in Parktel 2 smart meter, available for all POM meters and vault.

Medeco Nexgen Electronic Lock/Key System, available for round or rectangular POM vault doors.



Specifications (Numbered to Correspond to the Price Spreadsheet)

1. Meter Housing

- 1.1 The smart meter must have a durable die-cast all-zinc housing with expanded capacity security inner coin box that holds at least \$65 in Quarters, and rear-mounted lock. The inner coin box shall be an open-top cup for dump style collections. The vault door shall be a rectangular style that “falls” open when unlocked, for ease of collection and to reduce key wear. The vault doors shall be easily removed and interchanged between vaults when unlocked, without use of any other tools.
- 1.1.a The zinc smart meter dome shall lock at all four corners for resistance to prying. The smart meter dome shall include easily replaceable stainless, impact resistant buttons and one-piece inner Lexan® dome, UV stabilized for resistance to yellowing.
 - 1.1.a.1 The zinc conventional meter dome shall lock at all four corners for resistance to prying. The one-piece inner Lexan® dome shall be UV stabilized for resistance to yellowing.

2. Solar, Smart Mechanism

- 2.1 The mechanism shall have a large 4.4”, 320x240 pixel, 50% reflective display, vertically mounted for optimum viewing in bright sunlight and from a vehicle or wheelchair. The display shall be easily read in bright sunlight, with backlighting around the display and each button for low-light conditions. Four heavy duty stainless, contextual buttons shall allow the user to start the transaction, pick the parking space, and payment method. The instructions shall be simple and easy to understand. The display shall be static so it does not draw power when at rest. The buttons and display also provide interactive utility menus for set-up and maintenance.
- 2.2 Four large RGB LED lights shall be visible from either side of the meter, with a variety of colors that may include (but are not limited to) red for expired mode, green for paid mode, yellow for trouble, and blue for transaction in process.
- 2.3 The mechanism specifications, display messages, configuration for the buttons, and for the lights, may be downloaded from the wireless, web-based dashboard accessible from any computer, notepad, or smart phone with internet access.
- 2.4 One meter may be configured to accept payment for two (left/right) parking spaces, or for multiple spaces by scrolling button designation. The meter buttons, lights, and instructions shall be configured to make choosing a space, paying, and enforcement simple and easy to follow. Reconfiguration to single or multi-spaces after installation may be accomplished from the cloud dashboard.
- 2.5 The solar smart meter must allow users to choose from multiple payment options including coins, all major credit and debit cards, city-branded prepaid smart cards, city-branded tokens, and cell phone app payments (vendor proprietary or specify Passport, Parkmobile, or mPay for example). As a city-defined option, users that pay with the prepaid smart card must be able to retrieve leftover time back onto their card when they return to the meter, which will reset the time back to zero. Users shall be able to pay the meter with the appropriate mobile

app on their smart phones; the paid time shall exhibit on the meter and enforcement officers shall be able to enforce the meters the same, no matter what payment method is used. Payment methods must be independent of each other to enable the user to choose another payment method if one fails.

- 2.6 Free Time Option: As a city-defined option, multi-space smart meters may give the user a programmed amount of free time when they choose their parking space, if that meter space was expired. If a two-space (left-right) meter, remaining time shall be shown for each space when the user walks up to the meter. The single-space version meter must have one button configured and designated to give the user free time if the meter was expired, and remaining time on that parking space shall show when the user walks up to the meter.
- 2.7 Each meter shall have a large solar panel with internal, rechargeable lithium ion battery, power management chip, and lithium thionyl backup battery pack. Vendor must guarantee at least one year backup battery life, even with pay-by-cell payments accepted.
- 2.8 No credit card specific electronic data is to be stored within the parking meter. At the time of card swipe, all transactional information must be immediately P2P encrypted and transmitted for processing via secure signal in real time to a PCI certified gateway provider for decryption. Vendors should describe their security transmission details and PCI compliance in their proposals. Vendors should also describe how their design prevents skimming.
- 2.9 The meter system's gateway provider must be able to work with the City's current credit card processor, used by the acquiring bank holding their merchant account.
- 2.10 The coin chute shall have no moving parts inside and shall be able to recognize and give time for standard US coins of denominations of \$0.05, \$0.10, \$0.25 and \$1.00 coins. The coin acceptor shall be programmable to either limit or expand the types of coins accepted. The meter will cause all invalid coins, washers, gaming tokens, etc., to fall through into the inner coin box without registering. No time will be given for these fraudulent coins. A coin inserted on a string or ribbon and retrieved shall be detected, and the time removed from the meter when the coin passes backward through the chute, which shall also log such an event for reporting. The coin acceptor shall detect metallic as well as non-metallic jams. Jam clearance shall be accomplished without special tools. Coins passing through the mechanism shall be deposited into the coin box in the meter vault when the mechanism is properly installed in the upper housing.
 - 2.10.a In the event of a jam or other malfunction, the meter must notify the data dashboard in real time, create a record of such, shall show a jam icon or message on the meter display, and designated City staff shall receive notification by text message, email, or both.
- 2.11 The following rate and operating characteristics shall apply to all meter mechanisms purchased:
 - 2.11.a The meter shall be able to operate under either a FIXED RATE (same rate all day, for select/every day(s) of the week) or MULTIPLE-RATES (varied rates throughout the day). At least 25 special event dates and rate schedules may be set up in the dashboard and downloaded to all or specified meters.

2.11.b The meter shall be able to accept Escrow Payments (allowing a motorist to pay for parking prior to the beginning of enforcement hours, up to the maximum stay period.) Such Escrow Payments shall show the purchased time on the meters, but the time shall not start to decrement until the enforced parking period starts.

2.11.c To save backup battery life, the meter may be programmed to go OFF overnight or at other specified times. Prior to going OFF, the meter will contact the dashboard with pending revenue and status information, and the modem is truly off afterward. The OFF message may be customized. NO PARKING and FREE PARKING modes may also be utilized, but the modem will remain on, i.e. listening for rate changes or firmware updates. Messages for NO PARKING and FREE PARKING may also be customized.

2.11.d The meter shall be able to receive changes/updates to firmware, all rate structures, maximum stay (time limits), display text, accepted payment methods, and hours of meter operations shall also be managed and updated via a web-based management system, providing remote management capability.

2.11.e The meter in the event of a coin jam will continue to allow payment via other methods. In the event of the card reader failing or internet connection going down the meter will continue to operate in a coin, token, or smart card mode. In the event that both a coin jam and card reader failure are present, the meter will display "Out of Order".

2.12 This mechanism combined with housing 1.1 and dome 1.1.a shall comprise a complete solar smart parking meter meter.

3. Wireless Data and Management System Capabilities

3.1 Each meter shall be individually capable of transmitting and receiving wireless data for the purpose of payment card processing, coin transactions, fault notifications, updates to the operating features and rate configuration of the meter.

3.2 The smart meter modem shall always be on, "listening" for a signal from the data dashboard and/or mobile phone app payments, unless the meter is in OFF mode.

3.3 The wireless capability will be accomplished without any additional networking equipment that would require to be installed on street poles, buildings or other locations. Updates to the meters software, such as firmware and operating software, must be able to be performed wirelessly and not require direct interaction with each individual meter.

3.4 The meter management system shall be a completely web-based system accessible via desktop computer, laptop computer or pad, or handheld wireless device to authorized personnel. No additional software other than an internet browser shall be required for the management system to be accessed and fully used in conjunction with the meter. This system shall be accessible to authorized users 24/7.

3.5 The meter management system shall provide reports in delimited format to include

financial, technical and administrative functions via a single web-portal. No additional software will be required to access and update the meter system other the access to the meter management system.

- 3.6 The meter vendor shall provide a “test card” for maintenance staff to determine if the credit card reader is functioning properly.
- 3.7 The meter vendor shall provide audit cards for use during collections to set a cut-off for the audit table and send up the audit data wirelessly to the back office data website.
- 3.8 Each meter shall make contact with the data dashboard each night to report current status and revenue intake since the last audit. This allows administration to monitor coin box capacity, power status, and address any outstanding coin chute or card reader malfunctions each morning before the influx of users.

4. Optional Features

- 4.1 Conventional Coin Mechanism: the mechanism may be a conventional style to accept U.S. nickels, dimes, quarters, dollar coins, and optional tokens. The conventional mechanism shall be powered by a 6V AA alkaline battery pack and shall utilize the coin chute technology described in 2.10. In the event of coin jam, the 4-digit LCD display shall indicate JAM and the international no-parking symbol shall appear. In the event of low battery, an early warning shall be indicated by an extra dot between each digit of the display, with a final warning to be indicated by the word “LOW”. Standard enforcement signal shall be an LCD that shows solid or flashing red when expired, and solid silver during paid time runoff. Blinking LED’s shall be available to blink red when expired, with green (paid) and yellow (service required) also available. The main board shall be enclosed by shatter-resistant, non-corrosive Lexan®, with a molded in hanger clip for perching the mechanism on the edge of the upper housing for easy on-street repairs and coin checking. Communications with the cloud dashboard shall be via handheld pda (Accessories item 7). This mechanism combined with housing 1.1 and dome 1.1.a.1 shall comprise a complete conventional coin meter.

4.1.a The conventional coin mechanism may meter two (left-right) parking spaces with the addition of a button pad and firmware to meter two parking spaces. The user will select the button with the arrow pointing toward the related vehicle, then insert payment. Users or enforcement personnel may press the space at any time to see remaining time for that parking space.

4.1.b High-Visibility Rotary Status Indicator: the rear display of the 4.1 mechanism may be a rotary status indicator that is visible from a distance of at least 70 feet for quick an easy drive-by enforcement, not affected by angle of view, window glare, or low light conditions. When time registers on the electronic meter, the status indicator shows bright green. When time expires, the status indicator shows the word “Expired” on a bright red background. A yellow mode shall appear to indicate service required. Optional custom icons or messages may be printed on the wheel, limited only by the size of the display window. The rotary status indicator shall be driven by a low-power stepper motor. Except for the initial switch of mode, no power shall be required to keep the status indicator in its current mode. Magnified windows on either side of the front digital display allow frontal viewing of the rotary status signal (for

street enforcement when the meters face the street), and for the two-space meter 4.1.a, the left window indicating for the left space, and the right window indicating for the right space.

4.1.c Smart Card Reader: a smart (chip) card reader may be provided to accept payments from prepaid smart cards. Mechanisms so equipped may then also utilize an audit card for SmartLock coin collections and auditing.

4.2 SmartLock: the meter vault door lock shall incorporate a special solenoid integrated with the smart meter mechanism. During the collection process, when the audit card is inserted, the mechanism shall disengage the solenoid after the audit data is sent up to the cloud dashboard, instructing the collector to turn the key in the lock. After a few seconds, the solenoid reengages the lock, so that once the door is shut and locked, it may not be reopened without again inserting the audit card. This method prevents lock picking or even using lost or stolen keys in the lock without the use of the audit card as well.

4.2.a SmartLock for the conventional coin meter shall also include an audit card, which shall collect the audit data onto the card itself (if the meter is equipped with a smart card reader) OR SmartLock may be activated using the handheld pda, which shall gather the audit data as it disengages the SmartLock vault lock solenoid.

4.3 Iron Vault: the vault shall be made of ductile iron, having a minimum tensile strength of 65,000 PSI.

4.3.a The iron meter vault shall have a rectangular door that “falls” open when unlocked, for ease of collection and to reduce key wear. The rectangular vault door shall be removable without special tools and easily interchanged between same style vaults. This vault shall have a coin capacity of \$65 in quarters.

4.3.a.1 The iron rectangular style vault may be a taller style to accommodate coin capacity of \$118 in quarters, recommended for multi-space smart meters.

4.3.b The iron meter vault may have a round style vault door with coin capacity of \$65 in quarters. This style vault door requires use of the key to lift and pull the door open, and the door is removable and interchangeable using tools to remove four heavy duty bolts.

4.4 Security Coin Box: the vault shall house a new and unused round cylinder style coin box of Cycolac or ABS plastic, large enough to hold approximately \$65 in U.S. quarters (for vaults 1.1, 4.3.a or 4.3.b) or \$118 in U.S. quarters (for vault 4.3.a.1). This sealed, security-style coin box shall feature a coin drop entrance with anti-back-up fingers to prevent coins from being shaken out and locked doors that can only be opened by special key in a collection cart receptacle head that prevents removal of the coin box in the locked position. The coin collection person will not have access to the coins using this sealed coin collection system. Key series for these coin boxes will not be available to the public nor used in other parking installations in the surrounding region.

5. Accessories:

5.1 Coin Collection Cart: the coin collection cart shall be constructed of materials

having a minimum strength equivalent to 10 gauge steel. The cart chassis shall be mounted on one axle with two fully pneumatic ball-bearing tires (at least 12" dia. x 3" wide) and one roller caster in front. The cart shall feature a heavy duty single pull handle.

5.1.a The steel coin canister shall be 8" x 11" x 20" with a wall thickness of 1/16". The canister attaches to the cart chassis with a padlock. The collection head receptacle is keyed to the city's existing code (if applicable) and attaches to the coin canister with a separately keyed padlock. Use of the coin cart/receptacle system to open parking meter coin box prevents the collection employee from having access to the coins. Each coin collection cart may be purchased with the steel coin canister, and spare coin canisters may be purchased separately.

5.2 Smart Cards: Electronically programmable prepaid smartcards shall be ISO standard size, encoded with a maximum value, decrement value, and a unique ID for each individual card. The cards feature security encryption algorithms to prevent unauthorized tampering, duplication, and corruption. The smartcards shall be supplied preprinted with design/copy (to be provided by the City) and consecutive inventory control serial numbers.

5.2.a The smartcards shall be reloadable using the smartcard reprogramming module of MeterManager software with USB card interface. Optional reloading methods shall be via integration partnership with parking kiosk providers that also accept these smart cards, and/or by proprietary smart meters provided on this contract with firmware to reload smart cards alone or in conjunction with metered parking function.

5.3 Decorative Vintage Post Sleeve and Base Kit: An extruded aluminum, fluted post sleeve, and die-cast decorative base, shall cover the standard 2" Schedule 40 parking meter post and shall be powder painted to match the meter and/or existing city street fixtures. The base shall include recessed set screws to allow height adjustment of the sleeve.

5.4 Twin Mounting Adapter: A twin mounting adapter shall allow mounting of two parking meters onto one post and shall be manufactured of die cast aluminum, with optional powder paint finish (gray or black color) by six-step process to withstand the ASTM B117 1000-hour salt spray test. Each twin adapter shall include a set screw, and an allen wrench provided for tightening the adapter to a standard 2" Schedule 40 galvanized steel pipe. Each adapter shall also include a 4" grade 5 bolt for mounting the parking meters to the adapter. When meters are installed, access to the set screw shall not be possible.

5.4.a As an option, the twin mounting adapter shall be manufactured of ductile iron and shall mount to the post by grade 5 bolt and 3-piece expansion wedge assembly, with an iron plug provided to close the bolt access hole. The iron adapter shall be powder painted gray or black by six-step process to withstand the ASTM B117 1000-hour salt spray test. Each adapter shall also include a 4" grade 5 bolt for mounting the parking meters to the adapter.

6. Meter Post: parking meter posts shall be standard 2" Schedule 40 galvanized steel pipe. Length for smart meters shall be 48" for standard height, with 11" below ground, or specify 38" for ADA smart meter height (vaults 1.1, 4.3.a or 4.3.b) or 34" for ADA smart meter height with vault 4.3.a.1. Length for conventional coin meters shall be 51" for standard height, with 11"

below ground, or specify 41" for ADA conventional meter height (vaults 1.1, 4.3.1 or 4.3.b) or 37" for conventional meter height with vault 4.3.a.1.

7. Handheld PDA for Conventional Meter Communications: a commercially available, handheld pda with proprietary application and infrared interface shall be available to communicate between conventional coin mechanisms, item 4.1, and the cloud management software described in items 3.4 and 3.5. Communications possible: programming of time and rate structures; retrieving audit information; retrieval of battery charge; assigning of serial numbers; programming hot list of stolen smartcards so that meter will not accept them; and retrieval of mechanism serial number for maintenance or inventory tracking purposes. The infrared send/receive port is inside the coin slot of the conventional coin mechanisms, item 4.1, to ensure correct alignment of the beam every time, and prevent interference from bright sunlight, rain, or graffiti and bird droppings on the window.

(these specifications are also included with the pricing spreadsheet on USB drive)

8. Value Added Products and Services

POM has the most extensive experience with making durable parking meters with features that enhance user experience, increase revenue, make the enforcer's job easier, are easy to maintain, and enhance the streetscape. Following is a list of value-added features, options, accessories, and services offered by POM.

- POM has the most variety of vaults: zinc expanded capacity (holds \$45 in quarters); iron expanded capacity in two styles (both hold \$45 in quarters) – one has a round door to fit in aesthetically with other brands of iron vaults, and one with a rectangular door that “falls” open when the key is turned to reduce wear and tear on keys, and is easily interchanged without use of tools to remove it; and a Magnum iron vault with rectangular style door, holds \$118 in quarters. All can be fitted with a variety of basic, high security, or changeable locks, all with or without the SmartLock system.
- The zinc upper housing and dome of the Parktel 2 meter provides the same four-corner locking security as conventional vandal-resistant meters on the market.
- POM is the only company that has a SmartLock system whereby the key only works in the lock if a special audit card is used during collections. This prevents access from lock picking or stolen keys, and it works with any style lock used in the POM vault.
- MeterManager.Net cloud dashboard will communicate by cellular wireless with the Parktel 2 meters, allowing you to monitor status, usage, revenue, backup battery levels, and create/download your own dynamic, demand-based rate profiles. Communications with conventional APM meters (non-networked) is accomplished with a handheld pda kit. So this one dashboard works with a mixed system of POM online and offline meters.
- In addition to the major credit and debit cards, the Parktel smart meters will also accept prepaid smart cards branded for the entity's parking system **AT NO ADDITIONAL CHARGE**. Prepaid smart cards have no transaction fees and are popular in many POM meter installations because of the refunding feature and the up-front card sales revenue. You may issue and reload the prepaid smart cards from our MeterManager.Net dashboard using the Mako Technologies DT-3500 USB card interface. Cards are inexpensive and can be customized with custom artwork and instruction text. **Designated Parktel meters may be programmed to act as smart card value loading stations**, pricing the same as the parking meters. Meters may be turned into charging stations, or back to meters, by simple firmware download from MeterManager.Net.
- Because the heavy duty Parktel meter buttons are interactive and programmable (not burned-in/limited to one function), one may be programmed to provide a small amount of free time at a single-space meter. Our two-space meter may provide free time when the user first selects the left or right parking space. **Free time option is no extra charge.**
- POM can integrate with the client's choice of Passport, Parkmobile, MPay2Park, or MobileNow! cell phone payment that will push time onto the meters. Enforcement personnel may continue to drive by the meters and view the same status signal, no matter what payment method was used. POM will soon also offer our own mobile app, branded for the parking entity, with a much lower user fee than the common mobile apps.
- Enforcement: POM's integration with Passport gives their enforcement application access to the Parktel meters' location and status. We can also work with any other enforcement provider through shared API as required by the Parking Entity.

- Victorian sleeves and bases enhance the look of POM meters in your streetscape, and they work over any standard 2" Schedule 40 galvanized steel pipe.
- Security collection equipment is offered to prevent the collectors' access to coins during the collection process.
- POM offers such services as refurbishing housings; upgrading meters to newer or improved components when possible; converting previous software version data to migrate to the cloud software; programming client handhelds or dashboards for rate changes; parking meter consulting or referral services; on-site assistance with set-up, installation, and training.


9. Required Documents

- **Clean Air and Water Act & Debarment Notice**
- **Contractor Requirements**
- **Antitrust Certification Statements (Tex. Government Code § 2155.005)**
- **FEMA Standard Terms and Conditions Addendum for Contracts and Grants**
- **Required Clauses for Federal Assistance provide by FTA**
- **State Notice Addendum**

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>POM Incorporated</u> |
| Print Name | <u>Seth Ward, III</u> |
| Address | <u>200 South Elmira Avenue</u> |
| City, State, Zip | <u>Russellville, AR 72802</u> |
| Authorized signature | <u></u> |
| Date | <u>July 17, 2019</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



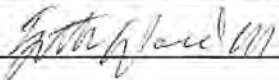
Date

July 17, 2019

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 | POM Incorporated |
| Address | 200 South Elmira Avenue |
| City/State/Zip | Russellville, AR 72802 |
| Telephone No. | 479-968-2880 |
| Fax No. | 479-968-2840 |
| Email address | pom@pom.com |
| Printed name | Seth Ward, III |
| Position with company | President and CEO |
| Authorized signature |  |

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 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/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>

Parktel 2.0

Wireless, Solar Smart Meter



- *Modern, retro, and rugged
- *Low-power, highly reflective, vertical graphical display
- *Multiple interface communications
- *Variety of payment options
- *Super bright RGB LED lights
- *Durable, individually defined, backlit buttons; simple, interactive instructions
- *Every feature designed to optimize battery life
- *All components onboard, but still modular and easy to maintain, repair, and upgrade.



Made in USA
ISO 9001:2008
100% WBE

*Meters one or more spaces

*MeterManager.net cloud dashboard, now for all POM meters

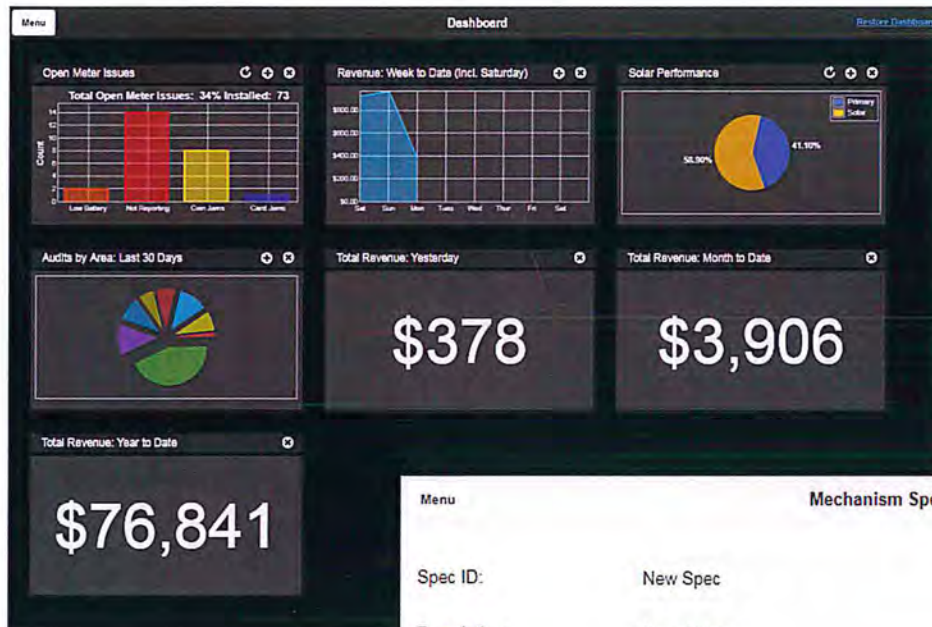
**Ask about all our options,
housings, and accessories!**

pom
PARKING METERS
www.pom.com
800-331-PARK



PO Box 430 (zip 72811-0430)
200 South Elmira Avenue
Russellville, AR 72811-0430
Ph 479-968-2880, Fx 479-968-2840

MeterManager.Net lets you manage your POM parking meter system from the cloud



Check the dashboard each day for an overall view of your meters; select any chart to review back end details. POM Parktel smart meters update wirelessly; other POM meters via handheld pda.

MeterManager.net lets you track revenue, maintenance, and power source levels.

Define your own mechanism specifications. Schedule dynamic rate changes or send instantly to smart meters (globally or to specific meters). Download to POM conventional meters by handheld pda.

Menu Mechanism Specification

Spec ID: New Spec

Description: Description

- General
- Rate Options
 - Special Rate Options
 - Smartcard Options
 - Credit Card Options
 - LED / Backlight Options

Insert Cancel

Date (start): 2017-07-01 14:36:31

Date (end): 2017-07-31 23:59:59

Collection Route: [v]

Area: [v] Choose ...

Post: [v] Choose ...

Mechanism ID: [v] Choose ...

Collector: [v] Choose ...

Group By: [v] No Grouping

292 Record(s) Selected

Filter

Cancel

Reset

Grouping: NONE

Filter Criterion: where Upload Date between '2017-07-01 14:36:31' and '2017-07-31 23:59:59'

Each report lets you filter and sort the data for printing, or download as an Excel, csv, or pdf file. Audit reports can be detailed by payment type to reconcile with coin counting room and bank credit card statements.



200 South Elmira Avenue, Russellville AR 72802
ISO 9001:2008 - Made in USA - 100% Woman Owned



INSERT COIN OR
ParkCard® TO DISPL
TIME PURCHASED
POM Inc. Russellville, Ar. US



POM

PARKING METERS



POM

"Proudly Made in the U.S.A."

P.O. Box 430 • 200 South Elmira Ave. • Russellville, AR 72811
479-968-2880 • 1-800-331-7275 • Fax 479-968-2840
www.pom.com • Email: pom@pom.com

POM *The Originators Of Metered Parking*

Quality of product. Innovation in design. At POM it's not a goal to reach ... it's a commitment to maintain.

In every industry there's a leader. An originator. An innovator. In the parking meter industry that company is POM. Since 1935, when the first parking meter was built, POM has constantly been on the leading edge of innovative technology. Designing and building new products to meet the needs of our customers. It's a position we occupy with a great deal of pride and responsibility.

How the Parking Meter Originated.

The parking meter as we know it today began in a very humble way. The year was 1933 and the merchants of Oklahoma City were trying to develop a way to increase traffic turnover in front of their stores. Cars would park in a slot and remain there for lengthy periods of time. Business was feeling the effect of low traffic.

The Solution Was Really Very Simple.



Place a timing device in front of the stores that would allocate set amounts of time for parking. A contest was developed for

engineering students at the local university with a grand prize of \$500 to be awarded to the student who could develop a working model. When the finished product was developed and delivered, only a handful of meters graced the streets and then only on one side of the street. It seems the founding fathers weren't sure if the parking meters were the solution to the traffic flow problems.

An Interesting Development Occurred.

Only three days into the experiment, an interesting development began to occur; traffic flowed better on the side of the street that was lined with meters. Businesses on the metered side experienced better customer flow. One week later, the merchants petitioned the city to have parking meters installed on both sides of the street. The birth of the parking meter and POM had occurred. A lot has changed since those early days, but one thing that hasn't changed is POM's commitment to our customers.

The Future Is Today At POM.

POM is proud to be the oldest and largest manufacturer of parking meter systems in the world, as well as the leader in pioneering new technology for the parking market. POM's resident and worldwide network of

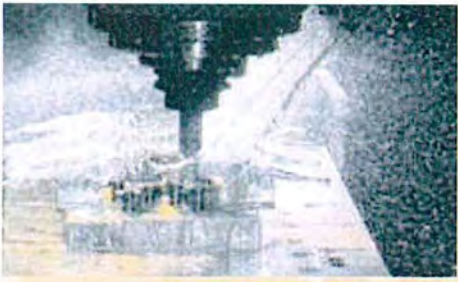
parking systems specialists are experienced in structuring and implementing integrated systems of single and

multi-space meters, accessories, ParkCard systems, software and communications, and enforcement technology to meet your needs.

We're Meeting The Challenges For Our Customers.

POM knows the key to long-term success is our ability to meet the changing needs of our valued customers. POM treats every customer as though they're the largest, stays on top of technological advances, makes 100% quality and 100% customer satisfaction its goal, and does everything possible to keep costs low.





APM-E APM-2X APM-4X Electronic Meter System

Solid state circuitry and quartz timing

Microprocessor for storing complex rates and audit data

Free-fall coin chute, jam resistant and easy to clear

Discriminates coins by size and metallic content

High-visibility displays for easy enforcement

Lift out mechanism with modular, plug-in components

As an option, can accept ParkCard stored value card

Upgrade existing POM Model E or competitor meters

Optional solar pak to supplement battery during daylight

MeterManager PC software

SmartLock revenue management system

POM

"The Originators Of Metered Parking"



POM APM-E / APM-2X / APM-4X METER SYSTEM

The APM Meter System delivers everything you've been looking for in an electronic parking meter system. Solid state technology. Advanced engineering design. Rugged, dependable construction.

All APM Meters Feature:

- Solid state circuitry and quartz timing
- Microprocessor for storing complex rates and audit data
- Free-fall coin chute, jam resistant and easy to clear
- Discriminates coins by size and metallic content
- High-visibility displays — user friendly and easy to enforce from street or sidewalk
- Lift out mechanism with modular, plug-in components
- Optional ParkCard reader accepts disposable memory chip cards, electronic purse cards, or SAM-secured smartcards.



Twin Adapter

- Upgrade existing POM Model E or competitor mechanical meters
- Optional solar pak to supplement battery during daylight, extends battery life
- MeterManager PC software allows creation of rate programs, auditing revenue, and tracking maintenance and inventory. POM's communications devices transfer data instantly without having to open the meter

- SmartLock revenue management system
- Peripheral port for program upgrades and accessories
- Backlight, LEDs available for night use and enforcement

Vandal Resistant Housing Features Make APM's Hard To Beat.

- Tapered base deflects upward blows to prevent forced removal of the meter from the post
- Computer machined door for close tolerance to prevent prying
- Rear loaded lock and two heavy-duty locking points to resist break-in
- Vault in zinc or iron designs accept standard or expanded capacity sealed coin boxes in zinc or cyclac, or open top boxes
- Patented "Gripper Wedge"

The Model APM-E Fits Competitor Housings Or POM Model E Housings.



APM-E

To upgrade existing mechanical meters to electronics, simply replace the mechanism. You'll see an immediate increase in revenue due to jam resistance and quartz timing. On-street tests show dramatic improvement in cash flow, maintenance and enforcement efficiency, and public acceptance of this electronic meter over previously installed mechanical units.

Models APM-2X And APM-4X Combine The Convenience And Enforceability Of Parking Meters With The Cost-Per-Space Savings Of Multi-Space Meters.



APM-2X

Most multi-space pay-and-display machines require walking hundreds of feet from one's parked vehicle, then following complex instructions to properly pay for parking. The APM-2X or 4X is only a few feet away. Push one button for your space number, then insert coins or ParkCard. It's that simple.

The APM-2X And 4X Are Easy To Enforce.

The APM-2X features a rotary status signal visible from the front and rear of the meter up to 80' away. This signal shows *red for expired mode, yellow for trouble mode, and green for paid parking.*

Separate signals for each space can be seen from the street or sidewalk. After initial time is purchased, the front display shows individual symbols for the left and right space, "E" for Expired mode, "-" for Paid time mode, with "Jam" or "Out-of Order" to indicate trouble with the meter. A rear LCD signal is also available as a base model option for walk-by enforcement. The APM-4X features a front and rear LCD digital display with individual symbols for each space.



High-visibility displays allow for easy enforcement from the street or sidewalk.



Rear LCD signal is available as a base model option for walk-by enforcement.

Our ParkCard® Stored Value Chip Cards Add Convenience And Increased Revenue.

ParkCard stored value chip cards are convenient for motorists, and they increase revenue through elimination of coin handling costs and vandalism to the meters. Distribution systems are available for dispensing disposable or reprogrammable cards and tracking sales and use of the cards in the parking meters. Let POM show you how ParkCards can also be used in multiple applications such as access control, vending, laundromats and mass transit.



The APM Is The Only Electronic Meter System With The POM Name Behind It.

For over 60 years, POM has been designing and building meter systems to fit the needs of our customers. Our commitment is unequalled in the industry. A commitment to product design and customer service. When you compare the features of the APM model to others on the market, take a close look at the company that stands behind it — POM, we are "the originators of metered parking."

see our full line of meters and accessories at www.pom.com



\$SMART LOCK™

No more lock picking

Lost, stolen or duplicated keys will not gain entry

Time/date record created for each vault entry

Low cost – uses traditional keys and locks

Limit the number of uses for added security

POM

"The Originators Of Metered Parking"



The Best Solution To Any System Is The Simplest Approach That Achieves The Desired Goal. That Is The SmartLock™ System.

SmartLock™ is a parking meter collection system whereby an audit is taken and the vault key is enabled — at the same time.

SmartLock™ Is Easy To Use.

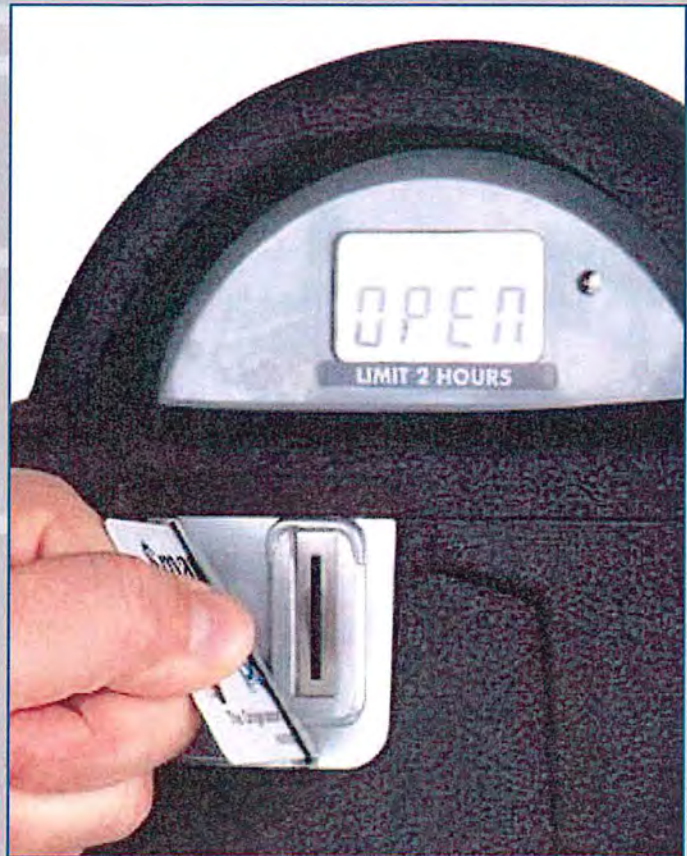
To open the vault door, insert the smartcard (or other audit device) into the parking meter, see the message “Open” on the meter display, then turn the key in the vault lock. While the card is in the card slot, it also retrieves the audit data from the meter. Remove the card, and empty the coin box. Close and lock the vault door.

After the door is closed, and the “CLOSE” message appears, it cannot be re-opened without again using the card.

SmartLock™ Provides The Highest Security Revenue Management System for parking meters at the lowest price. Auditing alone helps pinpoint theft. SmartLock™ combines the two methods, providing records of authorized collections and audits. Remember: the easier it is to detect the crime, the less likely the crime will be committed.

Key Benefits Of The SmartLock™:

- No more lock picking
- Lost, stolen or duplicated keys will not gain entry without the SmartLock™ card or communicator
- Time/date record created for each vault entry; record can also include audit data (optional)
- Low cost — uses traditional keys and locks
- SmartLock™ card or communications devices may be limited to the number of uses, and an expiration date/time can be set, for added security





APM-N Electronic Meter System

Solid state circuitry and quartz timing

Microprocessor for storing complex rates and audit data

Free-fall coin chute, jam resistant and easy to clear

Discriminates coins by size and metallic content

High-visibility displays for easy enforcement

As an option, can accept ParkCard stored value card

Clamshell design upper housing keeps moisture out

Upper housing opens out for convenient on-street

Mechanism lifts out easily as a complete unit

Upgrades Models N and S

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POM MODEL APM-N METER

We've Taken The Best Features Of Our Standard Model-N And The APM Meter, And Combined Them In The Model APM-N.

Feature for feature, no other meter can match the benefits of the new APM-N meter from POM. We've taken many of the time tested attributes of the Model-N meter and combined them with a specially developed APM mechanism to accommodate the needs of cities and institutions we serve.

State-Of-The-Art Electronics And Practical Functionality Make The APM-N Meter User Friendly.

Normally, when a traditional product becomes "hi-tech," it looks great but becomes less than user friendly. With the new APM-N, that's not the case. The APM-N looks impressive, yes, but with the single-slot, free-fall coin chute, and no handles to turn or levers to push, the meter couldn't be simpler to use. With solid state circuitry, quartz timing and free-fall coin chute, the APM-N is virtually maintenance free. If a jam should occur, it can be cleared quickly and easily without the use of special tools. The clamshell design of the upper housing allows quick and easy on-street maintenance checks, and its gasket and pressure-lock help keep out the elements.



Options include card reader and multi-bay buttons

The APM-N Accepts Coins Or An Optional ParkCard, Or Both!

As an added feature, the APM-N can accept a ParkCard stored value chip card, alone or in conjunction with coins.

Use of ParkCards provides a convenient payment method for motorists. ParkCards also reduce the expenses and headaches of coins — collection and counting expenses, internal pilferage and vandalism to meters.



Protect Your Investment With Vandal Resistant Housing Features.

The vault features of the APM-N help deter vandals. The tapered base deflects upward blows meant to dislodge the meter from the post. Rear loaded locks and computer machined doors discourage break-ins. An optional sealed collection system also removes the temptation associated with handling open canisters of coins.



Tapered base design deflects blows for added security.

The Standard Model-N Or Model-S Can Be Easily Upgraded To The APM-N.

Cities and institutions currently using Model-N automatic or Model-S manual meters can upgrade to the APM-N by purchasing a mechanism kit. It's simple to install and less expensive than replacing complete meters.

Solid Features. Complete Reliability. The APM-N Delivers Both.

- Solid State circuitry and quartz timing
- Available in one-space or optional multi-space models
- Microprocessor for storing complex rates and audit data
- Peripheral port for program upgrades and accessories
- Free-fall coin chute, jam resistant and easy to clear
- Discriminates coins by size and metallic content
- High-visibility displays for more efficient enforcement from the street or sidewalk
- As an option, can accept ParkCard stored value card
- Clamshell design upper housing keeps moisture out
- Upper housing opens out for convenient on-street workbench
- Mechanism lifts out easily as complete unit



High visibility displays allow for easy enforcement from the street or sidewalk.

Vandal Resistant Features Make It Hard To Beat.

- Tapered base to deflect upward blows outward to prevent forced removal of the meter from the post
- Computer machined door for close tolerance to prevent prying
- Rear loaded lock and two heavy-duty locking points to resist break-in
- Vault design accepts expanded capacity boxes in zinc, cycolac or open top box

see our full line of meters and accessories at www.pom.com

HIGH SECURITY COLLECTION SYSTEMS

HIGH SECURITY COLLECTION SYSTEMS FROM POM.

POM understands the importance of security in your meter collection system. That is why we designed our entire line of collection system components to provide the best possible protection from pilferage.

Our collection systems are fully "sealed," eliminating access to the money collected. It is your assurance that all meter revenue will make it to the bank.

High Security Safeguard System

POM's Safeguard system features die-cast metal coin boxes, opened by a unique rack-type "linear" key designed and produced only by POM. Receptacles available in cart model or shoulder style.

Sealed Universal System

POM's alternate sealed system features unbreakable round cyclac plastic coin boxes available in standard or expanded capacity. These coin boxes can be produced with a choice of two different styles of locks. Receptacles available in large standard size cart or narrow gauge styles; also available in carry pack canister.

Choose between optional high-flotation fully pneumatic ball bearing wheels or standard rubber wheels.

Magnum Vault

The Magnum vault features a security coin box with capacity to hold \$118 in quarters. With tapered base, machined door with rear-loaded lock, Gripper Wedge, and optional SmartLock, the Magnum vault offers the highest security for single or multi-space parking meters.

Choice of Coin Canisters

Coin canisters are featured in both standard capacity die-cast Safeguard or Universal cyclac plastic in standard or expanded capacity. Systems available for both POM and competitor brand meters.

Wedge-Lok

Allows quick, inexpensive post change without having to destroy the surrounding concrete.



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