



Response to:
Region 14 Education Service Center
For Merchant Processing Services

Made available through the
National Cooperative Purchasing
Alliance
RFP # 19-20



Response Due Date:
July 23, 2020



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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 \$50 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	<u>AMG Communications Inc. d/b/a AMG Payment Solutions</u>
Address	<u>60 Market Street</u>
City/State/Zip	<u>Gaithersburg, MD 20878</u>
Telephone No.	<u>(301) 519-8900</u>
Fax No.	<u>(800) 860-3788</u>
Email address	<u>adam@amgpay.com</u>
Printed name	<u>Adam Gilinson</u>
Position with company	<u>President / CEO</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 24, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and AMG Payment Solutions (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 24, 2020, referenced as Contract Number 11-46, 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 Merchant Processing Services;

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 11

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.

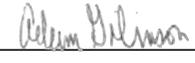
◆ General Provisions

- 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:

Vendor:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: August 24, 2020

AMG Payment Solutions
 Name: Adam Gilinson
 Title: President / CEO
 Address: 60 Market Street
Gaithersburg, MD 20878
 Signature: 
 Date: July 21, 2020

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)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

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

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Gaithersburg, State of Maryland

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

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

◆ **Distribution Channel**

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

Manufacturer Direct

Certified education/government reseller

Authorized Distributor

Manufacturer marketing through reseller

Value-added reseller

Other: _____

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Michael Mintz

Title: CSO

Company: AMG Payment Solutions

Address: 60 Market Street

City: Gaithersburg State: MD Zip: 20878

Phone: 917-837-4051 Email: michael@amgpay.com

- Purchase Orders

Contact Person: Tim Barber

Title: COO

Company: AMG Payment Solutions

Address: 60 Market Street

City: Gaithersburg State: MD Zip: 20878

Phone: 301-703-9665

Email: Tim@amgpay.com

Sales and Marketing

Contact Person: Michael Mintz

Title: CSO

Company: AMG Payment Solutions

Address: 60 Market Street

City: Gaithersburg State: MD Zip: 20878

Phone: 917-837-4051

Email: michael@amgpay.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company’s official registered name.

AMG Communications Inc. d/b/a AMG Payment Solutions

- ◆ Brief history of your company, including the year it was established.

AMG Payment Solutions (“AMG”) is a registered independent sales organization (“ISO”) for (1) First Data Merchant Services, LLC (f/k/a First Data Merchant Services Corporation) (“First Data”) and Wells Fargo Bank N.A. (“Wells Fargo”) and (2) Elavon, Inc. Georgia (“Elavon”). An ISO is typically synonymous with a credit card processing company. ISOs are organizations or individuals that have relationships with the member banks and sell credit card and debit card processing services on behalf of their acquiring / member bank partner.

- AMG has been in business and partnered with First Data since 2008
- AMG has been partnered with Elavon since 2010

AMG delivers electronic payment solutions tailored to a variety of merchants including government and quasi-governmental entities similar to NCPA public agencies (“NCPA Members”). AMG will work closely with each NCPA Member to determine the right AMG processing platform that meets their specific needs.

AMG offers a complete payment authorization and settlement solution for credit and debit card processing. We offer value-added services which include small ticket interchange optimization, Level II / III data interchange optimization, implementation and project management, merchant account information management, reconciliation and reporting, chargeback and retrieval assistance, risk management, and customer service support.

Your AMG team will focus on providing education and best practices on the latest developments and trends in electronic payment services specific to the needs of NCPA Members. Adopting our recommendations will help NCPA Members achieve the outcomes they are seeking and procure the best value for their operations.

AMG has a working relationship with First Data and Elavon for over 10 years and has developed significant synergies with both ISO relationship teams. Our ability to seamlessly board new clients and provide ongoing client support is unsurpassed in the merchant services industry.

AMG has reseller agreements with various payment gateway providers including Authorize.net, USAePay, Bridge Pay, NMI, Card Connect, Converge and PayTrace.

AMG is always reviewing payment gateway options for our clients and our list of offered gateways changes frequently.

On July 29, 2019, Fiserv, Inc. (NASDAQ: FISV), a leading global provider of financial services technology solutions, announced that it has completed its acquisition of First Data.

First Data's minimum system performance service levels are:

- 99.95% host availability
- 95% of transactions processed at the host in less than 3 seconds
- Average time within the host—2.5 seconds or less

Reliability and Redundancy:

- First Data's service level for authorizations is 99.95%
- Past history shows a 99.999% system uptime availability
- "Hot/Hot" data centers for maximum confidence
- 24/7 teams capable of supporting the world's largest retailers
- Full disaster recovery capable for authorizations

AMG's commitment to quality is unsurpassed in the industry. AMG leadership views overall quality in five specific buckets that are critical to client satisfaction:

- Quality in client communication
- Quality in client onboarding
- Quality in payment gateway set up / conversion
- Quality in ongoing client support
- Quality in annual PCI compliance

- ◆ Company's Dun & Bradstreet (D&B) number:

NA

- ◆ Company's organizational chart of those individuals that would be involved in the contract.

AMG Organizational Hierarchy

Adam Gilinson **CEO / President** **and Founder**

Adam is the Founder and CEO / President of AMG Payment Solutions and AMG Communications, Inc. He is responsible for overall firm strategy and building strategic client relationships. Adam oversees AMG's Partner /Agent Program, expanding the AMG brand into new markets through various distribution channels. As a young entrepreneur, Adam achieved success by building AMG into a leading telecommunication consulting organization. Adam has leveraged his vast sales experience to drive success into the merchant processing industry with AMG Payment Solutions.

Leslie F. Gilinson **CFO and Founder**

Leslie is a Partner and Chief Financial Officer at AMG Payment Solutions. She is responsible for all accounting operations of the company, including budgeting designed to mitigate risk and enhance the accuracy of the company's reported financial results. Prior to joining AMG, Leslie was employed at KPMG in Washington DC where she was responsible for financial reporting, audits, and tax matters. Leslie has played an integral role in building and enhancing AMG's infrastructure.

Tim Barber **COO**

Tim is the Chief Operations Officer at AMG Payment Solutions. He is responsible for the overall day to day operations at AMG, as well as technical client service-related matters. His technical capabilities enable AMG to capitalize on the latest market trends and deliver industry leading solutions. In addition to providing technical leadership, Tim oversees AMG's Customer Care department and maintains frequent contact with AMG's client base. Tim began his merchant acquiring career over 15 years ago, gaining extensive industry knowledge in multiple aspects of the merchant acquiring business. Tim works closely with Adam and Leslie in strategizing the direction of AMG and the implementation of best practices.

Michael Mintz **CSO**

Michael is the Chief Strategy Officer at AMG Payment Solutions. He is responsible for establishing strategic plans to grow into new industry verticals and enhance the AMG brand. Michael spent 18 years at Deloitte & Touche LLP in New York and was a Partner for 6 years where he led over 30 professionals in the structured finance practice.

Michael is the author of "You're a Business Owner Not a Dummy – Understand Your Merchant Account" available at national book stores and online.

Sue Amick **CRM**

Sue is the Client Relationship Manager at AMG Payment Solutions. She is responsible for daily customer services inquiries and ongoing client boarding and communication. Sue plays an integral role at AMG working closely with AMG clients on a day to day basis.

- ◆ Corporate office location.

60 Market Street, Gaithersburg MD 20878

- List the number of sales and services offices for states being bid in solicitation.

Corporate office in Gaithersburg MD, 1 satellite office in NJ and 1 satellite office in Florida

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

Address for all is 60 Market Street, Gaithersburg MD 20878

Adam Gilinson

Title: CEO / President

Email: adam@amgpay.com

Phone: (301) 519-8900

Tim Barber

Title: COO

Email: tim@amgpay.com

Phone: (301) 519-8900

Michael Mintz

Title: CSO

Email: michael@amgpay.com

Phone: (917) 837-4051

Sue Amick

Title: CRM

Email: sue@amgpay.com

Phone: (301) 519-8900

- Define your standard terms of payment.

AMG's core business is to provide credit card processing services through our relationships with First Data and Elavon. Payment for fees is handled by First Data and Elavon directly and collected in the month following the month of reported transactions (for example: fees for transaction activity in January will be collected between the 1st – 4th day of February). These are standard payment terms for merchant processing providers.

- ◆ Who is your competition in the marketplace?

The merchant processing industry is extremely competitive. Worldpay, Bank of America Merchant Services, Chase Paymentech, Global Payments, TSYS and Wells Fargo Merchant Services are some of the largest players. In addition to direct processors, there are hundreds if not thousands of smaller ISO's like AMG that provider merchant processing services to clients of all sizes.

◆ What differentiates your company from competitors?

AMG is a recognized leader in the electronic payment industry working with clients (merchants / cities) of all sizes and their electronic payment needs. AMG is much more than a typical merchant services provider. We are a trusted advisor to our clients, teaming together to effectively manage our clients' bottom line. Integrity, Trust, and Transparency are three words that are not commonly used when talking about credit card processing. AMG is changing that forever.

US Parking Industry Focus / U.S. City Benefits

AMG has been involved in the US parking industry for 10 years and has developed both significant experience and knowledge of the parking industry as well as a significant base of municipal parking clients. Our thought leadership in parking is supported by the fact that the International Parking Institute (now IPMI) chose AMG to be their preferred merchant services provider, a role that AMG held for multiple years.

Working with IPMI members, AMG provides thought leadership and education to a wide range of merchants (Cities / Municipalities / Parking operators).

AMG leadership provides the backbone to AMG's commitment to merchant services and the parking industry:

- Over a half dozen presentations delivered at state / regional IPMI conference venues and IPMI national conference venue on the topic of merchant processing
- "Perplexing Plastic" – article published August 2011 – The Parking Professional Magazine
- "Changing Debit Card Rules" – article published June 2012 – The Parking Professional Magazine
- "On Street Parking in the Post Durbin Amendment Era" – article published August 2019 – The Parking & Mobility Magazine
- Published book on merchant processing – "You're a Business Owner, Not a Dummy – Understand Your Merchant Account" – available online

We are experienced with all US parking technology vendors and their various system requirements, most importantly merchant account conversion as well as ongoing technology support.

AMG's approach to product development is 100% client centric. We spend a tremendous amount of time working closely with and speaking with our clients on a day to day basis. This type of client interaction provides AMG with all the information we need to research and develop the products required for our clients to be successful.

AMG fully understands the needs of cities both from a credit card and debit card processing perspective as well as from an on and off-street parking perspective. Our extensive experience in the parking industry has provided AMG with a first-hand look at the issues experienced by our parking clients (cities) and has enabled us to identify and implement solutions that seamlessly fit our clients' needs.

The small ticket transactions associated with accepting credit card and debit card payments at single space parking meters, multi-space parking meters and parking pay by cell presents unique challenges to any on-street and off-street parking operator.

AMG's overall business objective has stayed true through the years. Bringing integrity, trust and transparency to the merchant processing industry has been AMG's mission statement since 2008 and we strive for this high level of excellence every day.

AMG provides our clients with extensive industry experience and leading-edge technology to ensure reliable and seamless transaction processing. AMG takes the time to understand each client's needs, enabling our experienced professionals to provide the right solution tailored for each specific client.

Our wide range of processing platforms and product offerings provides our customers with the most flexibility and effective methods of accepting payments at the point of sale.

- ◆ Describe how your company will market this contract if awarded.

AMG actively speaks with cities and municipalities across the U.S on a daily basis and will continue to do so, always discussing our NCPA relationship with potential clients.

In addition, AMG has an ongoing strategic relationship with two of NCPA's existing vendors, IPS Group Inc. and ParkMobile. AMG will work closely with both parties to explore potential teaming opportunities to further enhance the NCPA program.

We are excited to work with NCPA, promote the NCPA program and provide our significant value-added payment processing service to cities across the country.

- ◆ Describe how you intend to introduce NCPA to your company.

We are flexible in how we introduce AMG and our product offering to NCPA and its NCPA Members.

We would recommend an in-person (or Zoom) meeting with key NCPA personnel that would enable the AMG team to demonstrate our services and establish a working dialog between our two companies.

In addition, AMG will launch a new web page for NCPA as part of the AMG corporate website.

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

AMG services are delivered through our strategic merchant processing partners First Data and Elavon. We have a streamlined process in place that begins with a potential client contacting and speaking with one of our key business leaders. From there a full education of AMG, our products and services and our unique ability to help cities reduce operating expenses will be discussed and explained. Our "hands on" "personal touch" client approach has been successful for AMG and well received by our clients.

On-line catalog and online ordering is not part of the AMG sales process.

- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

AMG handles customer services M-F from 9am – 6pm EST. It is performed in-house in our offices in Gaithersburg MD.

Off hour support is provided by First Data 24/7/365.

AMG lead relationship manager is on call 24/7.

At no point should any AMG client ever have to speak directly with First Data or Elavon. AMG support will always be the main point of contact for our clients.

- ◆ 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 initiative.

AMG is committed to being environmentally aware, actively support programs that reduce our company's environmental impact and continually improve our environmental performance as an integral part of our business strategy and operating procedures.

We seek to understand the effects our business activities have on the environment by supporting initiatives such as:

- Reduction of material, water and energy consumption
- Waste minimization
- Recycling of all resources

We will encourage our customers, suppliers and other stakeholders to do the same. We recognize that we have a responsibility to the environment to meet or exceed legislative and regulatory requirements.

We will ensure that this policy and all procedures relating to it are understood, implemented and maintained by all company employees.

- ◆ Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

AMG is registered to conduct business in a variety of states and jurisdictions. We are prepared to register the business in any state or jurisdiction as would be required to provide products and services to any NCPA Member.

There are no federal, state or local licensing requirements for ISO's like AMG.

First Data / Fiserv Inc. and Elavon are in alignment with regulations, standards and best practices including:

- PCI DSS compliant (Payment Card Industry Data Security Standard)
- Service Organization Controls (SOC 2)
- SOC 3

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

This important process is inherent in AMG's client approach. We work closely with each client to fully understand their needs and provide the best solution for their operations.

- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

- Full-Service Credit Card Processing Services

- Pricing - What are your costs for Processing Services

AMG pricing information is set forth in Tab 7 of this RFP response

- Reporting - Online reporting tools

All AMG clients are set up with online reporting .

First Data has two online reporting tools, Access One and Client Line.

Elavon utilizes My Payment Insider for online reporting.

User manuals for Access One, Client Line and My Payment Insider are available to all clients as part of the AMG client boarding process.

- Systemic Reports
- Ad-hoc reporting

Access One, Client Line and My Payment Insider have robust reporting capabilities. AMG will work closely with each client to identify their reporting needs and provide training on the required online reporting platforms. To date, no AMG client has requested additional reporting capabilities than is already being provided by Access One, Client Line or My Payment Insider

- Funding Time Frames

Daily settlement of merchant account proceeds is performed on a gross basis using the Automated Clearing House (ACH) to a designated client bank account for all payment and credit records processed.

Payment for Visa®, MasterCard®, Discover®, Diners Club®, and JCB® transactions can occur the next business day if close-out, end-of-day, or batch file has been received and fully processed before the established deadline.

The daily settlement window is 6 p.m. CT (all times below are in CST). The table below reflects settlement time frames for credit card transactions processed through Visa®, MasterCard®, Discover®, Diners Club®, and JCB®:

Merchant Transaction Date	Close and Balance Deposits (early close)	ACH Deposit to Merchant Account (subject to bank delivery)	Close and Balance Deposits (late close)	ACH Deposit to Merchant Account (subject to bank delivery)
Monday	Monday 6 p.m.	Tuesday	12 a.m. midnight Monday	Wednesday
Tuesday	Tuesday 6 p.m.	Wednesday	12 a.m. midnight Tuesday	Thursday
Wednesday	Wednesday 6 p.m.	Thursday	12 a.m. midnight Wednesday	Friday
Thursday	Thursday 6 p.m.	Friday	12 a.m. midnight Thursday	Monday
Friday	Friday 6 p.m.	Saturday	12 a.m. midnight Friday	Tuesday
Saturday	Saturday 6 p.m.	Monday	12 a.m. midnight Saturday	Tuesday
Sunday	Sunday 6 p.m.	Monday	12 a.m. midnight Sunday	Wednesday

- Reconciliation schedule
 - Daily
 - Weekly
 - Monthly

Clients can reconcile as frequently as they would like. All transaction information is available on Access One, Client Line or My Payment Insider.

Clients will receive a month end statement from AMG for each merchant account originated on our First Data or Elavon platform. Month end statements are also available online.

AMG takes great pride in providing the most transparent month end statement in the merchant processing industry. In addition, we take the time to explain the AMG statement with each client so they fully understand the detailed information. This is a very rare level of transparency provided in the payments industry.

- Service Level Agreements
 - * New Account Setups

AMG works closely with each client on new merchant account set up. An AMG representative will walk each client through the required paperwork page by page / line by line and explain everything. All questions will be answered.

Once the completed / signed AMG merchant account application is received, AMG submits to First Data or Elavon underwriting for approval. Approval from underwriting typically occurs within 2-5 business days but can take longer depending on the size of the account and the volume of new accounts being boarded to the platform.

Our goal is to always have new merchant accounts set up and operational within 1-2 weeks.

- *Customer Service
- *Account Management

Customer service and ongoing account management are the backbone to AMG's success.

Each AMG client is set up with a lead relationship manager who will spearhead the ongoing client relationship.

AMG's goal is to return client calls within 2 hours of receipt.

- Equipment and Gateways:
 - List of all equipment compatibility

First Data and Elavon merchant accounts are supported by the majority of payment equipment in the market today. When a stand-alone credit card terminal is being used, we will always try to reprogram the existing terminal and avoid having the client purchase a new terminal.

Each client situation is different and equipment compatibility discussions are critical to the AMG sales / onboarding process.

- List of compatible gateways

Both First Data and Elavon continuously update their compatible gateway list as new providers are added. We work closely with clients to evaluate their existing gateway environment and determine the ideal gateway resource required.

In over 10 years that AMG has been providing merchant processing services through First Data and Elavon, there hasn't been a client gateway that we were not able to work with.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

At AMG we believe an educated customer is the best kind of customer. AMG provides all clients and potential clients with full disclosure regarding our products and solutions as well as a complete understanding of the merchant processing industry.

This level of transparency is virtually unheard of in the merchant processing industry.

We will speak in non-technical jargon and if you don't understand something, **JUST ASK US.**

By the time the decision to work with AMG has been made, our clients know for certain that they have chosen the right merchant processing partner

The Basics of Credit Card Processing

AMG spends a lot of time day to day, speaking with clients and potential clients about credit card processing. We always find that providing a basic overview of “who makes what” on a credit or debit card transaction is very helpful to the audience. Our goal at AMG with any potential customer is to provide full transparency and educate so that the most informed decision can be made.

To that end.....

On any credit card or debit card transaction, 3 parties make money:

Party 1 is the Issuing Bank;

Party 2 is the Card Association; and

Party 3 is the Credit Card Processor or ISO

Party 1 – This is the Issuing Bank that issued their credit card or debit card to a customer who is now using it at a city department, parking meter or any other point of sale.

The Issuing Bank makes 100% of the Interchange Fees, which is a fee paid by the merchant (NCPA Member in this case) and consists of an Interchange Rate and Interchange Transaction Fee.

For example:

- A rewards credit card will have an Interchange Rate of 2.25% and an Interchange Transaction Fee of 10 cents per transaction

- A Regulated Debit Card will have an Interchange Rate of 0.05% and an Interchange Transaction Fee of 22 cents per transaction
- Interchange Fees represents over 90% of the total fee paid by any merchant for the ability to accept debit and credit cards from customers
- There are over 300 interchange categories between Visa / MasterCard and Discover (ie: different types of cards) and the information is posted on their respective websites
- Interchange Fees are non-negotiable, and all merchants pay them

Party 2 – Card Associations (Visa / MasterCard / Discover)

- Depending on whether the transaction is conducted with a debit card or a credit card, the Card Associations make approx. 0.13% and a little under 2 cents per transaction (exactly \$0.0195)
- That is how the Card Associations make their money
- Card Association fees are non-negotiable, and all merchants pay them

Party 3 – Credit Card Processor / ISO

With AMG this is the fee that AMG shares with First Data or Elavon as their processing partner:

- Credit card processor / ISO fee is quoted in the merchant services industry as a percentage and/or a transaction fee over and above the pass-through Interchange Fee and pass through fees to the Card Associations
- Pricing a merchant account in this fashion is called Interchange Plus Pricing or Cost-Plus Pricing

Interchange plus pricing is the only type of pricing that AMG provides to clients because it is the only transparent pricing method in the merchant processing industrv.



On / Off Street Parking Concerns in the U.S.

A “Regulated Debit Card” is a debit card attached to a checking or savings account that was issued to an individual by a bank having over \$10 billion worth of assets. Any debit card issued by one of the large US financial institutions falls into the Regulated Debit Card category.

On October 1, 2011, the cost of accepting a Regulated Debit Card at any on and off-street parking locations where the average transaction is \$8 or less changed significantly.

The **Durbin Amendment (“Durbin”)**, part of the Dodd–Frank Wall Street Reform and Consumer Protection Act is the reason for this change.

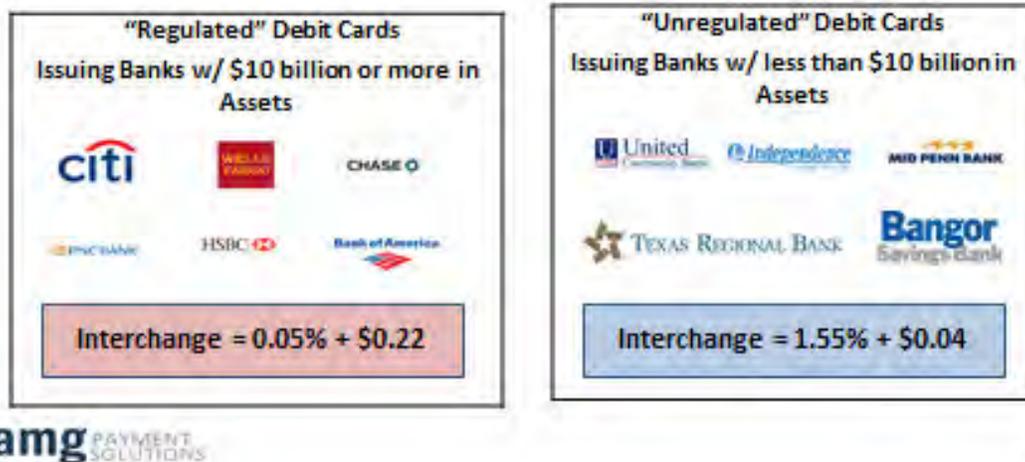
Durbin Amendment (10/2011)

Industries negatively impacted by Durbin Amendment:

(1) on / off street parking, (2) vending and (3) laundry

Why?

All small ticket transactions (under \$8)



Interchange Rates and Interchange Transaction Fees are set by the Card Associations.

Merchants and credit card processors do not have any control over Interchange Fees.

Regulated Debit Interchange Rate Pre Durbin (1) = 1.55%

Regulated Debit Interchange Rate Post Durbin (2) = 0.05%

Regulated Debit Interchange Transaction Fee Pre Durbin (1) = \$0.04

Regulated Debit Interchange Transaction Fee Post Durbin (2) (3) = \$0.22

- 1) Visa CPS / Small Ticket Debit Interchange category as per VISA Interchange Programs and Rate Schedule (Effective April, 2011)
- 2) Visa CPS / Retail, Debit - Regulated Visa Check Card as per Visa USA Interchange Reimbursement Fees, 16 April 2016.
<https://usa.visa.com/dam/VCOM/download/merchants/visa-usa-interchange-reimbursement-fees-2016-april.pdf>
- 3) Issuers that certify to Visa their compliance with the interim fraud prevention standards will receive an additional US \$0.01 as per Visa USA Interchange Reimbursement Fees, 16 April 2016

AMG is strategically positioned to assist NCPA Members with accepting Regulated Debit Cards at the lowest possible Interchange Fee for their Small Ticket Transactions.

This is a unique solution to the parking industry provided exclusively by AMG to cities across the U.S.

AMG Strategic Partnership with IPS Group Inc. (NCPA awarded vendor)

IPS Group Inc. (“IPS”) offers smart parking solutions for innovative cities. Their technology puts smart meters, data management, and complex analytics at the client’s fingertips. The IPS solution is wireless, seamlessly integrating with existing infrastructure and third-party applications to form one powerful system. With innovative solutions to manage the evolving needs of urban life, IPS is leading the charge in the smart cities revolution.

IPS has negotiated “preferred” interchange rates with both Visa and MasterCard to help clients save money on Regulated Debit Card transactions. IPS was able to secure preferred interchange rates because of their significant footprint in the US on street parking industry and the millions of credit card and debit card transactions that go through their payment gateway on a monthly basis.

IPS has partnered exclusively with AMG Payment Solutions utilizing AMG’s First Data processing platform to bring this unique offering to market and provide clients with a significant value-added service directly impacting their bottom line.



Published Regulated Debit Interchange (Visa and MasterCard)

MC-REG INCENT FRF ADJ POS (DB) - 0.05% + \$0.22

VI-US CPS/SMALL TCKT REG (DB) - 0.05% + \$0.22

AMG Regulated Debit Interchange (Visa and MasterCard)

MC-IPS GRP MPP CONS SWIPE DBPP - 1.70% + \$0.05

MC-IPS GRP MP REG CON SWIPE DP - 1.70% + \$0.05

VI-IPS VPP CPS REG CP CONS DP - 1.70% + \$0.05

NCPA Members will benefit from AMG Regulated Debit Interchange on all merchant accounts opened with AMG having an average transaction amount of \$8 or less.

NCPA member merchant accounts with lower average transaction amounts (\$1, \$2 or \$3) benefit more from AMG Regulated Debit Interchange.

Regulated Debit Card Comparison

Transaction Amount	BEFORE DURBIN Total Fee	AFTER DURBIN Total Fee	AFTER DURBIN Total Fee / WITH AMG	AFTER DURBIN TOTAL SAVINGS PER TRANS WITH AMG
\$1	\$0.13	\$0.29	\$0.14	\$0.15
\$2	\$0.14	\$0.29	\$0.16	\$0.14
\$3	\$0.16	\$0.29	\$0.17	\$0.12
\$4	\$0.18	\$0.30	\$0.19	\$0.10

Regulated debit cards are used by customers at parking meters, pay stations, gated parking garages and parking pay by cell 30%-70% of the time

AMG CLIENTS SAVE \$0.14 ON EVERY \$2 regulated debit card transaction

Level II and Level III Data Interchange Optimization

AMG has developed a strategic partnership with PayTrace gateway providing interchange optimization on B2B and B2G transactions utilizing Level II and Level III Data. AMG has been successful helping clients reduce interchange rates by 1% and more utilizing Level II / Level III Data.

PayTrace gateway optimizes data fields, providing instant access to Level II & Level III savings. B2B & B2G purchases can qualify for lower rates by entering additional data at the time of the transaction. Businesses that accept business, or government cards can qualify for level III rates and can benefit from significant savings.

Large ticket transactions frequently benefit from interchange optimization. PayTrace knows which cards qualify for Level II and Level III interchange savings. We are optimized to automatically process the most Level II and Level III qualifying data and connect you with lower merchant processing fees.

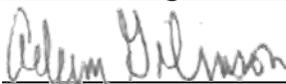
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance 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>AMG Payment Solutions</u>
Print Name	<u>Adam Gilinson</u>
Address	<u>170 Market Street</u>
City, State, Zip	<u>Gaithersburg, MD 20878</u>
Authorized signature	<u></u>
Date	<u>July 12, 2020</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 statutes of the states it is will operate this contract in.

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

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

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

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

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service.

Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints

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.

Companyname	<u>AMG Payment Solutions</u>
Address	<u>170 Market Street</u>
City/State/Zip	<u>Gaithersburg, MD 20878</u>
Telephone No.	<u>(301) 519-8900</u>
Fax No.	<u>(800) 860-3788</u>
Emailaddress	adam@amgpay.com
Printed name	<u>Adam Gilinson</u>
Position withcompany	<u>President / CEO</u>
Authorized signature	 _____

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/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>