

Region 14 Education Service Center (ESC)

Contract # 158974

for

Parking Meters, Software, Systems and Related Products and Services

with

ParkMobile, LLC

Effective: November 15, 2024

The following documents comprise the executed contract between the Region 14 Education Service Center and ParkMobile, LLC, effective November 15, 2024:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP
- III. Request for Proposal and any Addenda, incorporated by reference



ParkMobile™

PART OF EASYPARK GROUP



RFP 24-S835 - Parking Meters, Software, Systems and Related Products and Services

Section 1 - Signature Form

July 18, 2024

Madison Huemmer
Regional Sales Manager
Madison.Huemmer@ParkMobile.io
(619) 707-1264

VI. SIGNATURE FORM

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 supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

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 conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. 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 response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response 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 for **120 days**.

ParkMobile, LLC

Company Name

1100 Spring Street NW, Suite 200

Address

Atlanta

GA

30309

City

State

Zip

770-818-9036

N/A

Telephone Number

Fax Number

legal-notices@parkmobile.io

Email Address

Justin Clifford

Treasurer

Printed Name

Position

DocuSigned by:

75415BFF6E7D4C5...
Authorized Signature



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

November 7, 2024

Justin Clifford
Treasurer
ParkMobile, LLC
1100 Spring Street NW, Suite 200
Atlanta, GA 30309
Sent via email to: legal-notices@parkmobile.io

Re: Award of Contract #158974, Parking Meters, Software, Systems and Related Products and Services

Dear Mr. Clifford:

Region 14 Education Service Center is happy to announce that ParkMobile, LLC has been awarded Contract #158974 based on the proposal submitted to Region 14 ESC in response to RFP #24-S835 Parking Meters, Software, Systems and Related Products and Services. As stated in the RFP, Article VI. Signature Form, this contract award letter is the countersignature to ParkMobile, LLC's response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective November 15, 2024. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at (325) 675-8600.

Sincerely,

Signed by:

A handwritten signature in black ink that reads 'Emily Jeffrey'. The signature is written in a cursive style.

4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer



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RFP 24-S835 - Parking Meters, Software, Systems and Related Products and Services

Section 2 - Pricing

July 18, 2024

Madison Huemmer
Regional Sales Manager
Madison.Huemmer@ParkMobile.io
(619) 707-1264

A. Availability of Products and Pricing

1. Describe how the Supplier ensures the availability and timely fulfillment of parking related products, software, systems, and services.

ParkMobile ensures the availability and timely fulfillment of our mobile parking payment solution via our extensive dedicated resources. With over 200 employees and a sales force of more than 30 sales staff representing every region of the US and Canada, we are well-positioned to meet the needs of our clients quickly and efficiently. Additionally, 50% of our employees are dedicated to our solution's continued innovation and development, ensuring that we stay at the forefront of the industry.

2. Describe the Suppliers pricing structures for products, systems, services, labor, warranties, etc. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item.

ParkMobile's mobile parking payment and digital parking reservation solutions are based on a transaction fee model. A small fee is added to each transaction, typically paid by the end user (parker).

This model allows our clients to collect the full parking fee amount and use our services without any up-front costs or monthly subscription fees. If ParkMobile serves as the merchant of record, an additional fee is incurred for credit card processing. ParkMobile provides a discount off our standard transaction fee to OMNIA participating entities. For more information, please refer to our pricing tables provided later in this document.

Our ParkMobile Insights solution is tier-based on the total distance to be mapped by the system. The Data Collection fees for ParkMobile's Insights solution for Tier 3 and 4 cities (500+ mapping miles) may receive an additional discount when implementing ParkMobile MPP services and will be quoted separately.

No warranty is available as we are a software provider.

Discounted pricing is available through OMNIA Partners. Most products and services offer a 10% discount. One item does not offer a discount as its list price is already highly competitive. One item offers a 50% discount.

3. Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.

ParkMobile reviews our pricing annually to ensure continued financial stability. OMNIA members will

continue to receive the same discount percentage for the life of the master agreement.

4. Describe, if any, any additional accessories, sizing options as applicable to the product, system, and/or service offering being provided. An example for handheld enforcement computers is providing a description of any additional accessories available such as charging devices, carrying options, cases, spare/replacement parts, etc.

ParkMobile pricing is provided as-is, and we have described all applicable pricing in our price list.

5. Describe, if any, any minimum purchase quantities as applicable to the product, systems, and/or services being offered. An example for citation paper stock and envelopes would be minimum purchase quantities and specifications for ordering custom paper and envelopes.

Minimum purchase quantities do not apply to ParkMobile.

6. Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

ParkMobile does not charge any shipping fees.

7. Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.

ParkMobile's mobile parking payment and reservation solutions include complimentary implementation services. While ParkMobile provides free signage and decal design, signage/decal installation is to be handled by the Client or a third party.

8. Describe if distributors/dealers/resellers/subsidiaries/partners (“affiliates”) will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.

ParkMobile intends to be the single point of sale for all solutions made available through this RFP process. ParkMobile’s sales and support teams are direct employees of ParkMobile. We often partner and/or integrate with other industry companies who may offer our mobile payment solution under their contract; however, our staff still works directly with client staff in those cases.

9. Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.

ParkMobile Insights Data Collection fees for Tier 3 & 4 cities may receive an additional discount when implementing ParkMobile’s mobile parking payment services and will be quoted separately.

10. Describe how customers verify they are receiving the correct contract pricing.

ParkMobile will provide the OMNIA Master Agreement to all applicable customers so they can verify that they are receiving the correct contract pricing. The ParkMobile Master Agreement will also be published on the OMNIA website and linked from the ParkMobile website. ParkMobile will provide this link to every prospective customer so they may verify that they are receiving the correct discount.

ParkMobile is already compliant with this procedure for our current OMNIA Partners agreement.

11. Describe supplier’s invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.

The ParkMobile billing and invoice process depends on whether ParkMobile or the client is Merchant of Record. If the client is Merchant of Record, ParkMobile invoices the client monthly for our transaction fee. Invoices and payments are made to the ParkMobile Finance team. To complete a payment, clients can send an ACH from their own internal ERP or banking system, mail a check, or have the option to pay via credit card from a link on the invoice. If paying via credit card, they enter their credit card data into the third-party portal and are charged a 3% convenience fee for credit card payments. We have provided a sample invoice on the next page.

If ParkMobile is Merchant of Record, ParkMobile remits parking revenue (minus transaction and processing fees) to the client on a monthly basis. ParkMobile communicates to clients the advantages of utilizing ParkMobile as the Merchant of Record. Advantages include:

- **Payment Methods** - With ParkMobile as Merchant of Record, clients can ensure that the maximum amount of payment methods are available to customers, including the ParkMobile Wallet, which is only available when ParkMobile is MOR. ParkMobile Wallet also provides customers with a lower transaction fee.
- **Chargeback Coverage** - ParkMobile covers the costs of chargebacks, so clients are not responsible for them.

12. Describe how future product introductions will be priced and align with contracting pricing proposed.

ParkMobile will work with OMNIA to amend pricing for future product introductions. ParkMobile will apply discounted pricing in line with the products that have already been proposed as part of this RFP.

13. Provide any additional information relevant to this section.

ParkMobile does not have any additional information relevant to pricing. We have included our proposed pricing on the following pages.



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RFP 24-S835 - Parking Meters, Software, Systems and Related Products and Services

Section 3 – Ability to Perform

July 18, 2024

Madison Huemmer
Regional Sales Manager
Madison.Huemmer@ParkMobile.io
(619) 707-1264

July 18, 2024

Region 14 Education Service Center
OMNIA Partners, Public Sector, Inc.

RE: Region 14 ESC and OMNIA's RFP for Parking Meters, Software, Systems and Related Products and Services

ParkMobile is pleased to submit our response to Region 14 ESC and OMNIA Partners' RFP for Parking Meters, Software, Systems and Related Products and Services. We propose our entire line of parking and mobility solutions, with our ParkMobile Mobile Parking Payment System as the cornerstone solution. ParkMobile is an existing OMNIA partner with more than a decade of delivering successful parking and mobility programs for OMNIA participating entities via our existing contract for an Integrated Parking Management System. We have an outstanding track record of successfully driving strong mobile payment adoption and client retention with thousands of deployments across the US, including over 500 municipalities nationwide. The following proposal details our combined expertise in providing, implementing, and supporting some of the best smart parking solutions in the world.

ParkMobile by the Numbers

- **Users:** ParkMobile has over 65 Million Users. ParkMobile adds 1 Million New Users every 30-40 days.
- **Transactions:** ParkMobile averages over 370,000 daily transactions and 12 Million monthly transactions. We are also the largest processor of credit card transactions under \$10 of any company in the United States
- **Adoption:** ParkMobile has the highest adoption in the industry. ParkMobile's playbook connects effective marketing and signage to the largest network in the United States to increase true adoption levels.
- **High Availability Infrastructure:** ParkMobile's platform boasts an industry-leading uptime of 99.9%. We use top-notch monitoring tools to address and resolve issues quickly.
- **Integrations:** ParkMobile connects the parking and transportation ecosystem with over 100 active integrations in enforcement, meters, LPR, PARCS, merchant processors, event handhelds, and much more.

Final Thoughts

ParkMobile currently provides North America's most innovative and successful mobility solution. We have earned this market leadership position by providing our municipal and campus partners and their parking customers with the industry's best services, responsiveness, and functionality. Dedication to our partners is the hallmark of our success, and we will never let it wane. We would be genuinely honored to become a partner to OMNIA participating entities' smart parking initiatives and support them as we usher in this exciting new era of connected mobility.

Sincerely,



David Holler
VP, Sales
ParkMobile, LLC

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B. Ability to Perform

1. Describe the Suppliers ability meet the requirements of a National Cooperative Contract.

ParkMobile has a strong track record of meeting the requirements of a National Cooperative Contract. With an existing OMNIA Partners contract and a wide deployment across the United States, ParkMobile is well-positioned to continue providing comprehensive parking solutions on a national scale.

Over 50 current ParkMobile clients utilize our existing OMNIA Master Agreement. With over 200 employees dedicated to ensuring the success of our clients, a strong national presence, and a proven history of serving numerous cities and universities, ParkMobile has the experience and infrastructure necessary to effectively distribute products and services nationwide while ensuring compliance with the terms of the contract.

The use of OMNIA agreements is a critical part of our sales and retention efforts.

ParkMobile's sales team is actively engaged in using the OMNIA agreement, which is offered to any interested public agency. The team is also engaged with the OMNIA ISO and regional teams and is fully up to date with current OMNIA training regarding best practices, compliance, and the Connect tool.

Our marketing team is available to work with OMNIA's team to ensure all marketing efforts are completed in a timely manner and cross-promoting the OMNIA agreement.

ParkMobile has an established relationship with our contacts at OMNIA, including senior sales management and supplier enablement teams. These teams ensure that ParkMobile sales and account management personnel are well-versed in cooperative procurement practices. Training begins on day one of employment with a review of the OMNIA Partners contract and continues throughout employment via individual and group training sessions.

Further, ParkMobile has been compliant with all reporting requirements and has never failed an audit from Region 14 or OMNIA Partners. ParkMobile is confident in our ability to service this contract and meet the requirements of the lead agency and OMNIA Partners.

Below are our responses to the questions in Appendix B, Exhibit A of the RFP.

a. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

ParkMobile - Responses to Appendix B, Exhibit A	
Question	ParkMobile Response
3.1 Company	
A. Brief history and description of Supplier to include experience providing similar products and services.	ParkMobile, LLC is the leader in smart parking and mobility solutions in the U.S. We are a

	privately held company based in Atlanta and currently have over 200 full-time employees. ParkMobile's US operations began in 2008 following ten years of success in European markets. Based on the strength of our products, tools, and breadth of offerings, ParkMobile has been selected by over 500 US cities and over 160 universities as the mobile parking payment provider, including 8 of the top 10 cities in the US and over 42 of the top 100. Through additional partnerships with airports, private parking operators, and event venues, ParkMobile has a presence in 100% of the Top 100 cities. ParkMobile's unrivaled customer base of over 65 million US drivers continues to grow exponentially as we add 1 million users approximately every 30 days. ParkMobile currently utilizes an OMNIA Partners agreement on a National scale.
B. Total number and location of salespersons employed by Supplier.	ParkMobile's sales force consists entirely of in-house employees and product experts who will assist OMNIA participating entities in every phase of their procurement process. ParkMobile's sales team has recently expanded to over 30 full-time employees and has representation in every US region, including representatives who work at headquarters in Atlanta, GA and remotely in Massachusetts, Florida, Texas, California, Colorado, Nebraska, New York, North Carolina and Illinois, amongst others. Additionally, a staff member works remotely in Canada and leads our sales efforts there. ParkMobile sales force is supported by our sales operations team who assists in lead management, competitive procurement responses, reporting, data analysis, training, and more.
C. Number and location of support centers (if applicable) and location of corporate office.	ParkMobile offers parking customers a Customer Care Center based in our corporate headquarters in Atlanta, GA, along with an additional support team in Monterey, Mexico. ParkMobile also has an account management team based in Atlanta with regional presences focused on retention.
D. Annual sales for the three previous fiscal years. a. Submit FEIN and Dunn & Bradstreet report.	ParkMobile (FEIN: 38-3941930) is the most widely deployed mobile payment service in the US, processing well over 100 million transactions per year. The company is assessed as in "Very Stable Condition" with "High Likelihood of Continued Operations" in our Dun & Bradstreet report. ParkMobile's financial statements are

	consolidated with our parent company, Easy Park Group. We have provided our 2023 audited financials and can provide additional financial statements or proof of financial strength upon request. As a privately held company, ParkMobile's financial statements are strictly confidential and are shared with Omnia under those terms. We have marked our financial statements as "Confidential," and they should be redacted or omitted from any public records requests.
E. Describe any green or environmental initiatives or policies.	ParkMobile supports green initiatives both in our operations and through the services we provide. EasyPark Group has a collective goal of being "climate positive" by 2025. To be climate-positive means to reduce our corporate carbon footprint while putting increased emphasis on initiatives that ultimately make us carbon-negative. While we are in the early stages of this initiative, some examples of the steps that we are currently taking are: signing with an agency that helps us calculate and monitor our current footprint to establish a baseline and plan of action; creating an internal Climate Positive team; and eliminating excessive travel when not necessary. ParkMobile helps cities combat one of the largest contributors to air pollution: vehicles circling the block looking for parking spaces. Within our app, drivers are able to view available spaces before arriving, book a spot in advance at off-street locations, and enjoy wayfinding directly to their parking facility. We also work to make driving and parking electric vehicles more convenient by offering parking and EV charging payments in a single-user experience. EasyPark already provides this service across Europe, and we are working with our European colleagues to add this functionality to ParkMobile. ParkMobile also encourages our employees to participate in community initiatives. A number of ParkMobile staff have participated in Trees Atlanta's Tree Planting program. Founded in 1985, Trees Atlanta works to mitigate Atlanta's tree loss, protect its forests, and increase its tree canopy. Trees are planted along neighborhood streets and front yards, in schoolyards, and in city parks, as

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.	well as the Atlanta BeltLine Arboretum. ParkMobile is committed to fostering diversity and inclusion in the workplace. We are an equal opportunity employer, dedicated to building a diverse workforce and promoting an inclusive culture. We have implemented inclusive policies and practices to create a supportive environment for our employees from diverse backgrounds. Additionally, we actively engage with diverse communities and seek input from a wide range of stakeholders to ensure our products and services meet the needs of varied user groups. Our commitment to diversity and inclusion is integral to our corporate culture, aiming to create better experiences for all our stakeholders and contribute to a more inclusive society. ParkMobile has a Diversity Committee that leads these efforts internally.
G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response: a. Minority Women Business Enterprise ☐ Yes ☒ No If yes, list certifying agency: b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) ☐ Yes ☒ No If yes, list certifying agency: c. Historically Underutilized Business (HUB) ☐ Yes ☒ No If yes, list certifying agency: d. Historically Underutilized Business Zone Enterprise (HUBZone) ☐ Yes ☒ No If yes, list certifying agency: e. Other recognized diversity certificate holder ☐ Yes ☒ No If yes, list certifying agency:	ParkMobile does not hold any of the listed certifications.

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.	ParkMobile is not submitting our proposal with any subcontractors and we are able to provide our services without the use of subcontractors. Occasionally, clients may require the utilization of minority-owned firms, so ParkMobile works with minority-owned businesses to provide marketing services or sign fabrication.
I. Describe how supplier differentiates itself from its competitors.	ParkMobile's focus is on providing consumers with the most feature-rich, user-friendly mobile parking solutions, which allow them to find and pay for parking in any environment, whether on-street, off-street, or in a gated garage. We also provide the most flexible payment options, with the option to use a mobile app, web experience, or traditional IVR phone call. While other mobile payment solutions simply facilitate a transaction, ParkMobile provides value to users at every stage of the parking journey. ParkMobile is also committed to empowering cities to plan and operate more effective, efficient parking and mobility programs with robust administrative tools and powerful marketing capabilities. Through our open API infrastructure and 100+ integration partners, ParkMobile allows cities to use the hardware and enforcement technologies of their choosing while providing a consistent user experience through our platform. ParkMobile is the highest-ranked parking app on both iOS and Android and the third-ranked navigation app, behind only Google Maps and Waze.
J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.	ParkMobile is not involved in any lawsuits that will prevent us from carrying out the services required in this RFP; however, ParkMobile is the defendant in a civil action lawsuit filed in the United States District Court for the Northern District of Georgia (1:21-cv-02182-SCJ). ParkMobile was previously acquired by EasyPark Group in 2021 and neither companies have any present or previous bankruptcies to disclose.
K. Felony Conviction Notice: Indicate if the supplier ☐ a. is a publicly held corporation and this reporting requirement is not applicable;	ParkMobile is not owned or operated by anyone who has been convicted of a felony.

☒ b. is not owned or operated by anyone who has been convicted of a felony; or ☐ c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.	
L. Describe any debarment or suspension actions taken against supplier	ParkMobile does not have any debarment or suspension actions to disclose.
3.2 Distribution, Logistics	
A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.	ParkMobile is proposing our full suite of industry-leading mobile parking payment solutions. Our strong national presence, combined with our wide range of user convenience features, enables us to assist OMNIA partners in modernizing their parking programs while providing the best service to their customers. ParkMobile is proposing the following services and resources to OMNIA participants: ParkMobile Mobile Parking Payment System - Provides flexible contactless payment options in an equitable platform. Motorists can utilize popular features such as 'extend time' to add time to their existing session and customize notification settings to receive alerts about their parking session via the best method and timeframe for their needs. Users can pay for their parking using the ParkMobile app, web experience, text or scan to pay, and the interactive voice response (IVR) platform. ParkMobile Digital Parking Reservations - Offers pre-paid parking reservations for transient or event parking in the standard ParkMobile platform or a custom-branded reservations website that is designed with the client's specific look and feel. ParkMobile Suite of Administrative Tools ParkMobile 360 Self-Administration Portal - Enables staff to make informed rate and policy decisions such as dynamic pricing to promote space turnover and create a more efficient parking and mobility operation. ParkMobile Analytics - The

visualization tool that empowers clients to take actions based on precise occupancy, restriction, zoning and pricing data from every digital parking transaction happening in your ecosystem.

- **ParkMobile Insights** – A feature within the Dashboard that provides a digital look into the inventory and occupancy of a City's parking ecosystem.

- **Comprehensive Marketing Services and Signage/Decal Design** – All ParkMobile clients receive free marketing services to assist in the launch of ParkMobile at their location. The most important aspect of ensuring the adoption of a new mobile parking payment deployment is getting the word out about the program. Our marketing team deploys a variety of strategies to drive early and continued adoption of our system.
- **In-House 24/7 Bi-Lingual Customer Support** – ParkMobile provides customer support via phone, email, text, chat, and social media to help users with any questions or issues.
- **Dedicated Account Management** – ParkMobile assigns all clients an Account Manager who ensures the program's continued success throughout the contract and serves as the direct point of contact.
- **Open API infrastructure** – Our open API platform is integrated with over 100 industry providers across all major technology types.
- **Secure Platform and Ongoing Support** – ParkMobile maintains PCI compliance annually and supports our platform at no additional cost for the life of any resultant contract.

Our track record speaks for itself, with successful deployments in over 500 cities and on more than 150 campuses nationwide. We are the undisputed leader in mobile parking payment options, providing consumers and cities with a consistent,

	reliable, cost-effective, and user-friendly system.
B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.	ParkMobile can provide our services to all U.S. States and Territories. ParkMobile will continue to utilize the proven strategies that have placed us at the top of the industry today. We will continue to utilize the communication and sales channels that we already use regularly. This includes reaching out to potential clients directly, using social media such as LinkedIn, and regularly attending national and regional trade shows. ParkMobile's sales team consists of three Regional Sales Directors who lead smaller teams of Regional Sales Managers that handle sales inquiries for specific regions across the US. When an OMNIA participating entity reaches out to ParkMobile, a Regional Sales Manager will be assigned as the project manager depending on the client's location. The Sales Manager will work with the client to determine which ParkMobile services are best for the client and will provide a personalized proposal or quote based on those initial meetings and in line with the Master Agreement. Once a client decides to move forward with the process, the Regional Sales Manager will work on contract execution and the next steps. This process is already in place, with ParkMobile clients utilizing the contract throughout the United States.
C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.	ParkMobile can provide participating agencies with discounted pricing through the Master Agreement at any time. ParkMobile sales managers communicate with each client to execute a quote and contract. Additionally, ParkMobile is currently listed on the OMNIA Partners suppliers page with all due diligence documentation attached. For auditing purposes, vendor fees are uploaded into an automated sales reporting module with the specific terms of the contract, along with the identification of administrative fees due to third parties such as OMNIA. The vendor fees are programmed into our internal billing system, and vendors can review the transaction results through

	the client portal. The administrative fees due to OMNIA are calculated by downloading the transactional level detail by the vendor directly from our internal reporting portal and applying the administrative fee structures per the terms of the master agreement. The calculation will be shared with an OMNIA representative via email. ParkMobile has never failed an audit from Region 14 or OMNIA Partners.
D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.	ParkMobile uses Cybersource for payment card processing. Depending on the client's preference for the merchant of record, additional payment processing companies may be utilized. ParkMobile is a software company and does not ship items.
E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.	N/A. Distribution facilities and warehouses do not apply to the ParkMobile solution. ParkMobile is headquartered in Atlanta, GA, from which we will service OMNIA entities.
3.3 Marketing and Sales	
A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.	All ParkMobile financial and transactional information should be omitted from any publicly available channels. ParkMobile is a privately owned entity, and all corporate financial information is strictly confidential.
B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to: i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days	ParkMobile already holds a Master Agreement and is currently compliant with the listed ninety-day plan. In the event of a new contract award ParkMobile's sales and marketing teams, with executive support, will revisit the full go-to-market strategy alongside OMNIA Partners. Our marketing team will ensure all messaging between ParkMobile and OMNIA is aligned and that all website collateral and links are updated. Our marketing team will also help our sales force create sales collateral through the use of cooperative agreements that can be handed out to prospective or even existing clients. Executive leadership does and will fully endorse and sponsor our award as the first step of our new go-to-market strategy. Since we already have an OMNIA contract,

	our sales force will not need extensive training on using the Master Agreement. However, we will ensure that all sales staff continuously utilize best practices and will engage in training regularly. New sales staff will be thoroughly trained on using the Master Agreement to win new clients and retain existing ones. Additionally, to further our knowledge of the OMNIA Partners agreement ParkMobile will attend the biennial OMNIA Connections Conference.
C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to: i. Creation and distribution of a co-branded press release to trade publications ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days iii. Design, publication and distribution of co-branded marketing materials within first 90 days iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)	ParkMobile is committed to implementing a comprehensive ninety-day plan to enhance the promotion of the Master Agreement. Here are some specific examples of how we plan to market the Master Agreement: 1. Creation and distribution of a co-branded press release to trade publications: We will work with our marketing team to create a compelling press release highlighting the benefits of the Master Agreement and distribute it to relevant trade publications. 2. The announcement, Master Agreement details, and contact information will be updated on the ParkMobile website within the first 90 days. We will ensure that all necessary information about the Master Agreement is prominently featured on our website. 3. Design, publication, and distribution of co-branded marketing materials within the first 90 days: Our team will collaborate with OMNIA to create eye-catching and informative marketing materials that effectively communicate the advantages of the Master Agreement, and ensure their widespread distribution to target audiences. 4. Commitment to attendance and participation in relevant industry events: To promote the Master Agreement, we will continue to actively participate in national and regional events such as IPMI, PIE, NPA, and others. We also attend smart city, urban planning, police, tech, and procurement events. 5. Design and publication of national and regional advertising in trade publications: We

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with: • OMNIA Partners standard logo; • Copy of original Request for Proposal; • Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier; • Summary of Products and pricing; • Marketing Materials • Electronic link to OMNIA Partners' website including the online registration page; • A dedicated toll-free number and email address for OMNIA Partners	will work on designing and placing targeted advertisements in relevant trade publications to increase awareness and outreach. 6. Ongoing marketing and promotion of the Master Agreement: Our marketing team will ensure continuous promotion throughout the term of the Master Agreement through various channels such as case studies, collateral pieces, presentations, and promotions. 7. Dedicated OMNIA Partners internet web-based homepage on ParkMobile's website: We will update the dedicated page on our website featuring all necessary information related to the Master Agreement, including the OMNIA Partners standard logo, copy of original Request for Proposal, Master Agreement details, pricing, marketing materials, and a direct electronic link to OMNIA Partners' website. 8. Revamp ParkMobile's web presence on OMNIA Partner's supplier page and OPUS tile. 9. Assign a dedicated marketing staff member to all OMNIA Partners co-branding initiatives.
D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.	ParkMobile's only current cooperative contract is our existing Master Agreement with OMNIA. If ParkMobile is awarded additional cooperative agreements during the term of this Agreement, the OMNIA Partners agreement will remain the primary choice. ParkMobile currently leverages the OMNIA Partners agreement to seamlessly transition existing accounts in strategic alignment. ParkMobile will continue to transition existing accounts as needed. To further our knowledge of the OMNIA Partners agreement ParkMobile will attend the biennial OMNIA Connections Conference.
E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.	ParkMobile agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for the reproduction of such logo in marketing communications and promotions. We also acknowledge that the use of the OMNIA Partners logo will require permission for reproduction.
F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads	ParkMobile has reviewed this requirement and will ensure a proactive and timely response to all leads that are received. We

established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate: i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best government pricing iii. No cost to participate iv. Non-exclusive	also acknowledge that our sales initiatives should communicate: i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best government pricing iii. No cost to participate iv. Non-exclusive
G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include: i. Key features of Master Agreement ii. Working knowledge of the solicitation process iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners iv. Knowledge of benefits of the use of cooperative contracts	ParkMobile acknowledges the requirement to train our sales force on the Master Agreement. Our sales force is already very familiar with OMNIA and cooperative purchasing agreements since we have an existing Master Agreement with OMNIA. We will continue our training efforts to ensure best practices are consistently used, including but not limited to: i. Key features of Master Agreement ii. Working knowledge of the solicitation process iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners iv. Knowledge of the benefits of the use of cooperative contracts
H. Provide the name, title, email and phone number for the person(s), who will be responsible for: i. Executive Support ii. Marketing iii. Sales iv. Sales Support v. Financial Reporting vi. Accounts Payable vii. Contracts	As detailed previously, ParkMobile takes a regional approach to our sales and account management teams, so the exact contact for each Omnia entity will be different. Below are the names and general contact information for each executive-level and director-level team member from our Sales and Account Management teams. We have included bios of each of these team members in our "Supplemental Proposal" document. Dave Holler – VP, Sales (Executive Support - Sales) david.holler@parkmobile.io (914) 843-2632 Brooke Feldman – VP, Account Management (Executive Support – Account Management) brooke.feldman@parkmobile.io (770) 818-9036 Donnie Senterfitt – Sr. Field Marketing Manager (Marketing Contact) donnie.senterfitt@parkmobile.io (770) 818-9036 Madison Huemmer – Regional Sales Manager (Sales Support & Contracts)

	madison.huemmer@parkmobile.io (619) 707-1264 Justin Clifford - Treasurer (Accounts Payable & Authorized Representative) legal-notices@parkmobile.io (770) 818-9036 Connor Ray - Director of Sales Operations (Financial Reporting) connor.ray@parkmobile.io (770) 818-9036 Nathan Would - Director of Account Management (Contract Manager - Post Deployment) nathan.would@parkmobile.io (770) 818-9036
I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.	ParkMobile's sales organization consists entirely of in-house employees and product experts who will assist OMNIA participating entities in every phase of their procurement process. ParkMobile's sales team has recently expanded and has representation in every US region, including representatives who work remotely in Massachusetts, Ohio, Florida, Texas, California, Colorado, Nebraska, and Illinois, amongst others. Additionally, a staff member works remotely in Canada and leads our sales efforts there. Our public sales effort is led by Dave Holler and consists of municipalities, universities, airports, and any other applicable contracts with public entities. Dave directly manages a team of three Regional Sales Directors who each manage teams of Regional Sales Managers for their respective regions in the US and Canada. Dave Holler can be reached at david.holler@parkmobile.io or (914) 843-2632. ParkMobile has over 30 in-house staff members who are part of our sales organization.
I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.	As detailed in our 90-day plan, ParkMobile's staff will continue to execute our proven strategy for growing our presence in North America. Our Master Agreement with OMNIA simplifies this process by allowing us to provide our clients with a streamlined procurement process that leads to a faster deployment of our system.

	We will integrate the OMNIA contract into our sales process by letting potential customers know that they have the option to procure our solution via the contract. We will explain the benefits of cooperative purchasing through OMNIA so that they understand how procuring our solution through OMNIA will make their purchasing process quicker and less of a hassle. ParkMobile is already an OMNIA agreement holder. We will continue to enhance our marketing and training initiatives with OMNIA Partners.
J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.	ParkMobile will manage the program throughout the term of the Master Agreement by implementing a comprehensive marketing and sales strategy. This will involve targeted outreach to potential Participating Public Agencies to facilitate timely system implementation and ensure a smooth transition from their previous contract or provider (if applicable). Additionally, ParkMobile will establish dedicated contract administration processes to guarantee efficient and effective program management. We will utilize our proven strategies for the quick implementation and adoption of our solution. Regular reporting and analysis will also be conducted to assess the program's performance and identify areas for improvement.
K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.	ParkMobile's revenue structure is transaction-based rather than purchase sales since we do not sell physical goods. [REDACTED] - Philadelphia, PA [REDACTED] - Brendon Crowther 215-683-9790 bcrowther@philapark.org - Washington, DC [REDACTED] - Haley Peckett 202-671-2365 haley.peckett@dc.gov - Miami Beach, FL [REDACTED] - Monica Beltran

	• 305-673-7505 • monicabeltran@miamibeachfl.gov 4. Pittsburgh, PA [REDACTED] [REDACTED] • David Onorato • 412-560-2511 • donorato@pittsburghparking.com 5. Boston, MA [REDACTED] [REDACTED] • Paul Crimmins • 617-635-3670 • Paul.Crimmins@boston.gov 6. Columbus, OH [REDACTED] [REDACTED] • Amanda Ford • 614-645-6460 • aaford@columbus.gov 7. Montgomery County, MD [REDACTED] [REDACTED] • Scot Reinmann • 240-777-8746 • scot.reinmann@montgomerycountymd.gov 8. Arlington, VA [REDACTED] [REDACTED] • Jason Barnett • 703-228-7952 • jbarnett@arlingtonva.us 9. Tampa, FL [REDACTED] • Fednet Revolte • 813-274-8482 • fed.revolte@tampagov.net 10. Indianapolis, IN [REDACTED] [REDACTED] • Adam Isen • 317-423-9718 • adam.isen@trellint.com
L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.	ParkMobile utilizes various internal tools, such as Salesforce and Agiloft, to handle the sales and contracting process. Our sales team typically speaks directly with prospective clients to build an agreement. Our sales process is tracked internally via Salesforce, and the legal process of executing a contract is completed via Agiloft. We will work with each client to complete every phase of procurement efficiently. If ParkMobile is the Merchant of Record (MOR), ParkMobile will pass funds monthly to the client. If the client is the MOR, ParkMobile will invoice the client on a monthly basis.
M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement)	ParkMobile is not able to guarantee Contract Sales since our pricing is structured on a

that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.	per-transaction fee that is typically charged to end users and not the OMNIA entity. Actual contract sales will depend on clients' transactional volume. While a minimum is not guaranteed, we can state that ParkMobile has historically grown Contract Sales by 20-30% on an annual basis.
N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation.	ParkMobile understands these requirements and will respond to applicable solicitations according to these options. ParkMobile has encountered these procurements and typically submits our proposal with the Master Agreement pricing.

b. The successful Supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.

ParkMobile does not have any proposed exceptions to the OMNIA Partners Administration Agreement.

c. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

We have attached our completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance in our Section 6 - Required Documents upload.

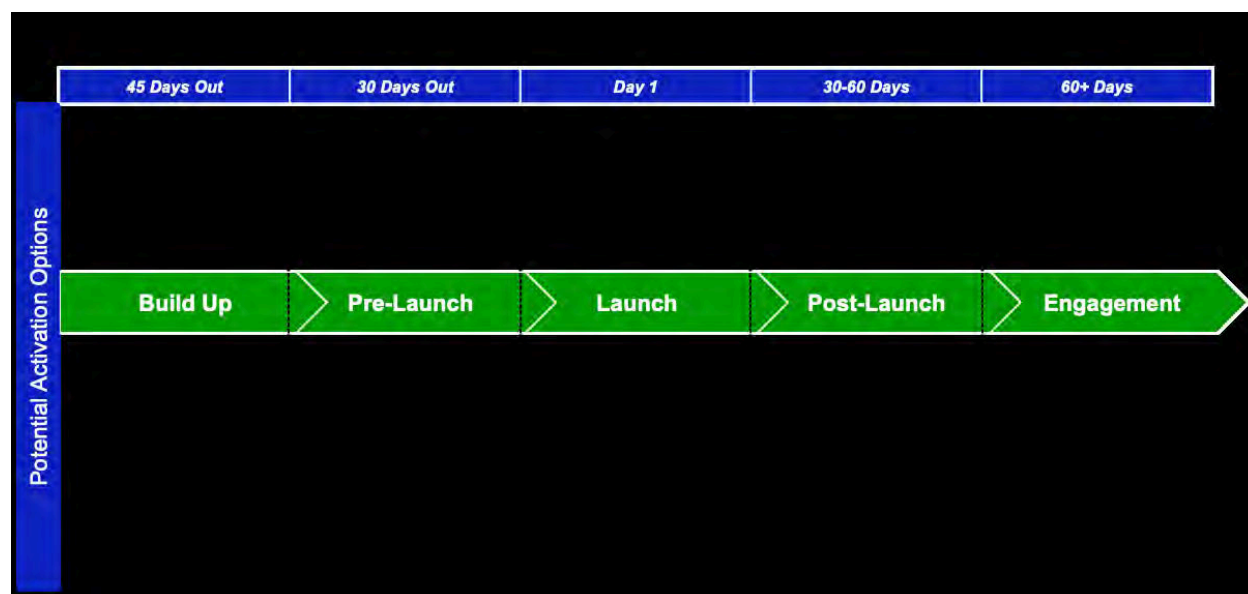
2. Describe Supplier's contract implementation/ customer transition plan and provide a timeline.

The first step to contract implementation is contacting and coordinating with the ParkMobile sales team. No matter what method of contact the sales lead comes from (web form, tradeshow, etc.), the customer will be assigned to a ParkMobile Regional Sales Manager based on the area of North America the customer is located in. ParkMobile is represented by over 15 regional sales representatives, ensuring our customers get personalized sales support and solutions-based recommendations that may be unique to each region.

The ParkMobile Regional Sales Manager will work closely with leadership and the ParkMobile legal team to finalize an agreement according to the OMNIA master agreement.

The time to launch is typically 40-60 days from the time a contract is finalized. Through our streamlined onboarding process, our implementation team will configure your rates, train your staff on back office systems, collaborate with our marketing team to plan your launch promotion and create signage.

ParkMobile's experience and expertise deploying a mobile payment program is second to none. Because we are keenly aware that a successful deployment leads to a quicker adoption of the program, ParkMobile has a department exclusively dedicated to implementations led by our most seasoned employees.



ParkMobile's Implementation plan consists of a three-stage approach: Planning, Deployment and Adoption.

1. Planning Phase

ParkMobile will work with the customer during the planning phase to set up an initial "kickoff call" with the project team within 10 days of the contract close. The sales team will introduce the customer's team to the implementation team. They will discuss the Zone and Rate Structure, required integrations, and other important factors for implementation. We will need to know the location name, addresses, space count, equipment onsite (if any), parking rates, hours, no parking times, etc. This will enable us to build

out each zone in our system. The Implementations team will also discuss signage options and the integrations needed to the systems already in place (or deployed as part of the project).

We have over 100 industry integrations, so we expect this process to be quick and seamless.

Zone and Rate Structure (ZAR)

Location

- Location Address
- GPS Coordinates

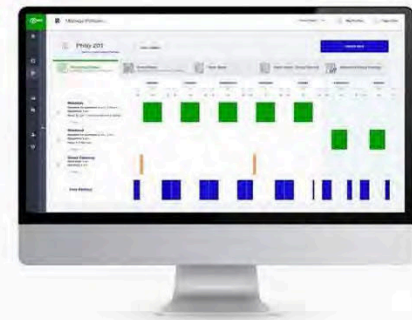
Meter Details

- Single Space vs Multi Space vs PM Only
- Meter Brand
- # of Meters/Spaces
- Enforced Plate or Space

Parking Policies

- Rate per Hour
- Time Limit
- Days of Paid Parking
- Hours of Paid Parking
- No Parking Restrictions
- Free Parking Days

PM Zone Number	Address	Meter Count	Meter Type	Hourly Rate	Max Duration	Paid Days/Hours
2901	4900 Alberta N	16	SSM	\$1.00	10 Hour	Mon-Sat 8am-10pm
2902	4900 Alberta S	20	SSM	\$1.00	10 Hour	Mon-Sat 8am-10pm
2903	200 Baltimore S	10	SSM	\$1.00	4 Hour	Mon-Sat 8am-10pm
2904	100 Blanchard N	5	SSM	\$1.00	10 Hour	Mon-Sat 8am-10pm
2905	100 Blanchard S	5	SSM	\$1.00	10 Hour	Mon-Sat 8am-10pm
2906	200 Chihuahua E	4	SSM	\$1.00	10 Hour	Mon-Sat 8am-10pm
2907	200 Chihuahua W	5	SSM	\$1.00	10 Hour	Mon-Sat 8am-10pm
2908	100 Cincinnati S	4	SSM	\$1.00	6 Hour	Mon-Sat 8am-10pm
2909	200 Cincinnati N	5	SSM	\$1.00	2 Hour	Mon-Sat 8am-10pm
2910	200 Cincinnati S	9	SSM	\$1.00	2 Hour	Mon-Sat 8am-10pm
2911	300 Cincinnati N	8	SSM	\$1.00	2 Hour	Mon-Sat 8am-10pm
2912	300 Cincinnati S	4	SSM	\$1.00	2 Hour	Mon-Sat 8am-10pm
2913	100 Coldwell E	8	SSM	\$1.00	6 Hour	Mon-Sat 8am-10pm
2914	100 Coldwell W	10	SSM	\$1.00	4 Hour	Mon-Sat 8am-10pm
2915	400 East 1st N	4	SSM	\$1.00	2 Hour	Mon-Sat 8am-10pm
2916	400 East 1st S	4	SSM	\$1.00	2 Hour	Mon-Sat 8am-10pm



2. Deployment Phase

The next phase is the Deployment phase, during which the implementations team will produce signage and stickers/decals and finalize zone configuration in our system. We will also test transactions to ensure merchant accounts are set up properly, and the customer payment process is running as expected.

The implementations team will also introduce the customer project team to our marketing department. They will create customized marketing collateral and work on press releases for local media outlets. We will begin our social media campaigns to communicate to the public that ParkMobile will be available in the area. ParkMobile will provide digital assets that the customer can use on its website, emails, social posts, etc.

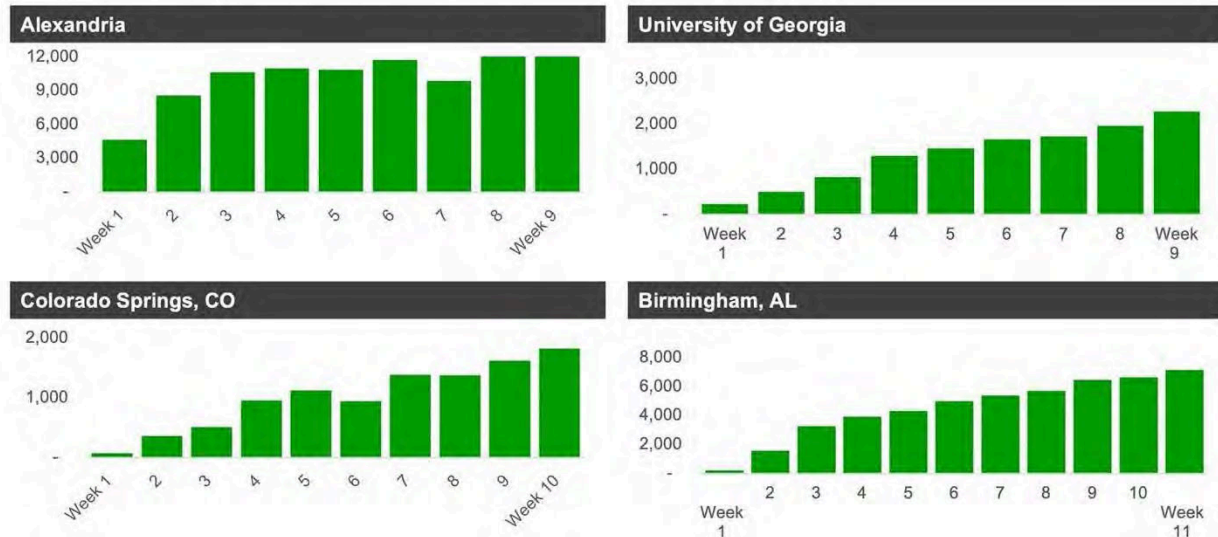
Once everything has been tested and the systems are up and running, the ParkMobile team and the customer team will set a go-live date when drivers can use ParkMobile to pay for parking.

3. Adoption Phase

Post-system launch, ParkMobile will set weekly and monthly calls as needed with the project team to discuss any improvements that can be made (signage, communications, zone configuration, etc) to enhance the parking program. The implementations team will also introduce the customer project team to the Account Manager, who will be the customer's key point of contact for all things related to the program. The Account Manager can help the customer set KPIs and track the usage and performance of the program. They can also help train individuals who might still have questions about how the ParkMobile app or ParkMobile 360 works.

Rapid Adoption Of ParkMobile Post-Launch

ParkMobile is able to immediately generate **high transaction volume as soon as the location goes live** and sustain strong growth rates over time



If the customer wants to expand their program, they will work directly with their ParkMobile Account Manager, who will initiate the next steps for expansion.

3. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).

Our ordering process is completed through our internal sales team and personalized for each client according to region. A ParkMobile Regional Sales Manager will meet with each prospective client to understand their unique needs and will provide a personalized contracting experience through direct contact.

ParkMobile is currently a listed vendor on OMNIA Partners OPUS website.

Our sales and implementations teams have extensive deployment success with public agencies utilizing our current OMNIA Partners agreement.

4. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

ParkMobile does not have a website for ordering, returns, and reporting. Our ordering process is completed through our internal sales team and personalized for each client according to region. A ParkMobile Regional Sales Manager will meet with each prospective client to understand their unique needs and will provide a personalized contracting experience through direct contact.

Once implemented, ParkMobile clients can audit their transactions via our client analytics tools. Clients will be fully trained on how to utilize the system to manage their parking program, including

transactional auditing. We provided more information about ParkMobile's analytics and reporting capabilities later in this document and a sample screenshot of a financial report below.

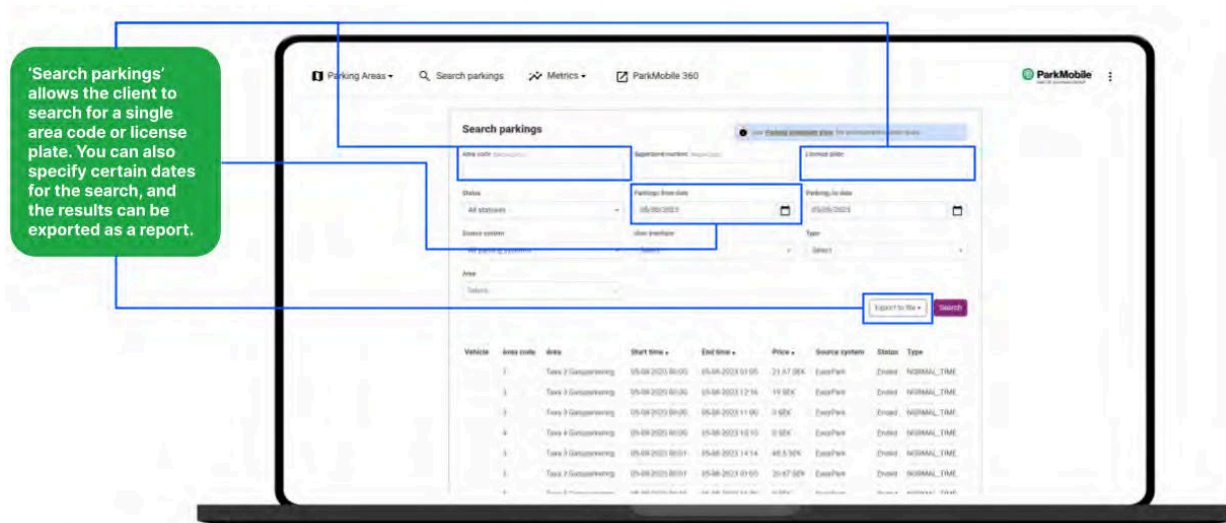


Figure - ParkMobile search parking analytics feature

5. Describe Supplier's history of meeting shipping and delivery timelines. What is the Supplier's average Fill Rate and On-time delivery rate? Emergency orders?

While ParkMobile does not provide services that require shipping and delivery, we have a proven track record of timely software deployments and often exceed our client's expectations for full system implementation. On average, ParkMobile deploys our service 40-60 days after contract execution.

6. Describe Supplier's return and restocking policy, including any fees.

N/A. ParkMobile is a software provider, so returns and restocking do not apply to our solution.

7. Describe Supplier's ability to meet service and warranty needs.

ParkMobile is a software provider so warranties do not apply to our solution, and our system is provided as-is. ParkMobile supports our solution at no cost for the life of the contract.

8. Describe any extended warranty programs or service maintenance programs.

ParkMobile does not provide hardware, so we do not offer warranties or extended warranty programs. However, ParkMobile supports our solution at no cost for the life of the contract.

9. The Supplier shall provide timely and accurate technical advice and sales support. The Supplier shall respond to such requests within one (1) working day after receipt of the request. Describe Supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

ParkMobile provides two main support services: client support and customer (end-user) support. All requests are responded to within one working day. Below is an overview of each of these types of support services.

Client Support

Once the implementation team has completed a successful launch, they will pass the program over to a dedicated Account Manager who will work with the customer to ensure program success and adoption. Through regular touchpoints with Account Management, we keep our clients updated on new/future enhancements and upgrades to our platforms. We're also interested in collecting feedback on features or functionality that could be added to our Product Team's roadmap for future releases.

The Account Manager will work with staff to learn what challenges the customer faces and brainstorm possible solutions to ensure the program's continued success. Continuous communication also helps identify pain points within the parking operation and if there are ways ParkMobile could assist. One of the first steps in establishing your relationship with Account Management will be setting up your Monthly Insights Meeting. This cadence can also be quarterly or as requested, but most of our clients prefer once a month for this touchpoint.

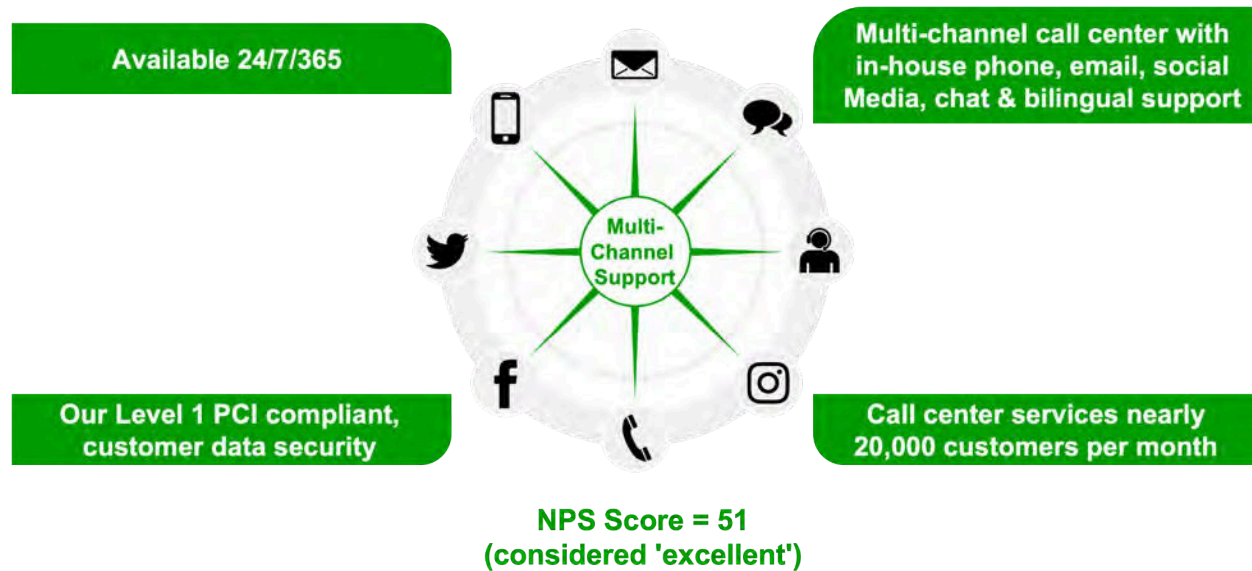
During our meetings, we find reviewing the program's recent KPIs helpful in looking for trends or areas to improve. A few examples of this are:

- Overall transaction volume growth
- Overall user number growth
- Year-over-year growth of the above metrics
- Top 10 Best and Top 10 Lowest performing zones (by transaction volume)

In addition to the dedicated ParkMobile Account Manager, our Client Services team will support changes to the client's program. Recently, our Client Services department has made several key investments, including hiring new managers dedicated to specific client needs, expanding our team by bringing on multiple new staff members, implementing SLA Tracking to ensure full resolution by tracking client satisfaction after the close of each ticket and creating a new knowledge base for team training and learning.

Customer (End User) Support

ParkMobile offers bilingual customer support to parking customers based in our corporate headquarters in Atlanta, GA, along with an additional support team in Monterey, Mexico. We utilize the leading cloud-based customer service software, Zendesk, to handle customer inquiries and provide consumer education through detailed FAQs, guides, video demos, and technical help articles.



Inquiries or disputes can be submitted via phone, email, and the ParkMobile app or website. ParkMobile users can contact our bilingual (English and Spanish) support team 24/7/365 to get answers to questions and request changes to their account and other services.

- Our Customer Care team is available 24/7/365 and ready to assist whenever our customers need it.
- Our Level 1 PCI-compliant call center ensures customer data is fully secured.
- Our call center services nearly 25,000 customers per month, answering more than 85% of our calls within 30 seconds with an average of 20 seconds.
- ParkMobile maintains a minimum average Customer Satisfaction score of 90% for all interactions involving our Customer Care team.
- ParkMobile's Net Promoter Score is 57, which is considered "excellent". For comparison, here are other NPS scores for other top brands:
 - Apple's: 47
 - Google: 11
 - Toyota: 33
 - Amazon: 25
 - Microsoft: 33

10. Describe the financial condition of Supplier.

ParkMobile is the most widely deployed mobile payment service in the US, processing well over 100 million transactions per year. The company is assessed as in "Very Stable Condition" with "High Likelihood of Continued Operations" in our Dun & Bradstreet report. We have included our latest Dun & Bradstreet report as an additional upload entitled "ParkMobile Financial Solvency Documents."

ParkMobile's financial statements are consolidated with our parent company, Easy Park Group. In our "ParkMobile Financial Solvency Documents" upload, we have also provided our 2023 audited financials and can provide additional financial statements or proof of financial strength upon request.

As a privately held company, ParkMobile's financial statements are strictly confidential and are shared with OMNIA under those terms. We have marked our financial statements as "confidential," and they should be redacted or omitted from any public records requests.

11. Describe the Supplier's safety record.

Since we do not provide any hardware and, therefore no manufacturing process is applicable, safety records pertaining to manufacturing processes do not apply to our proposal. However, we do take extensive precautions to ensure the security and safety of our clients and users' data. ParkMobile complies with PCI DSS, ISO 9001:2015, and SSAE 18 requirements and is audited annually for continued compliance.

Below are only some highlights of the measures we have taken to ensure the security of our corporate operations and our parking solutions:

- **Web Application Firewall (WAF):** ParkMobile utilizes AWS WAF to create security rules that control bot traffic and block common attack patterns such as SQL injection or cross-site scripting (XSS).
- **Multi-Factor Authentication (MFA):** ParkMobile uses email, phone numbers, and/or third-party verification apps like Okta Authenticator for all our interfaces, including consumer, supplier, and enforcement-facing ones.
- **Traffic Monitoring:** ParkMobile receives automatic alerts when strange usage patterns and/or an unusually high load on our systems are identified.
- **App Attestation:** This security feature helps protect against various threats by using a certificate embedded in a hardware device and related services to prove that an app is authentic and running on a trusted device. This means we can verify if someone is using our parking services through the app and not through automated scripts or bots.
- **Web Fingerprinting:** Similar to app attestation, we verify that anyone using our web services is using a browser with normal user patterns rather than running scripts.
- **Regular Penetration Tests:** Third-party tests are conducted at least once a year to ensure we haven't missed any vulnerabilities.
 - The process for reviewing vulnerabilities with Tech Owners was made more frequent, with monthly reviews in addition to the automated JIRA communication emails.
- **Code Scanning:** We utilize code scanning tools to automatically check for known vulnerabilities in our code.
- **Security Incident Response:** The Security Incident Process was aligned with the non-security incident process. The Security Incident Response team receives regular thorough Incident Response Training, and OpsGenie was implemented for faster communication during potential security incidents.
- **Exchange of Sensitive Information:** The AWS Parameter store was implemented for exchanging sensitive information, such as application secrets. Application teams now have no knowledge of the actual secret values.
- **Security First Approach:** Veracode was implemented for Static Application Security Testing (SAST) and Software Composition Analysis (SCA).
- **Email Security:** All outside emails are now marked with **EXTERNAL SENDER**
- **VPN Security:** AWS VPN was implemented to secure production and non-production access. AWS VPN is integrated with Okta and MFA for an additional layer of security.
- **Production Image Scanning:** Jfrog Xray was implemented to scan for vulnerabilities in the production image.
- **Country whitelisting** was implemented to allow traffic only from authorized countries.
- **Additional Security Scanning:** Additional security scanning was conducted with a third party to compare scanning results from the existing third party.
- **Security Monitoring:** Carbon Black implemented continuous security monitoring and alerting on both server and laptop/desktop assets using third-party services.
- **Log Monitoring with DataDog:** Network monitoring with increased network hosts was added to DataDog monitoring.

Another measure ParkMobile takes to ensure the integrity of each transaction made in our system is that no transactions are processed “offline.” This ensures that all parking sessions are truly paid for and are declined at the time of attempt rather than stuck in limbo while systems are offline. Offline transactions can create enforcement errors and cause additional issues when offline. ParkMobile ensures a 99.95% uptime and routinely exceeds it.

12. Describe technology used to support the contract.

ParkMobile is a current agreement holder with OMNIA Partners. During our tenure as partners, we have developed rock-solid policies and procedures, backed up by technology to support contract performance and compliance.

ParkMobile utilizes the following software to ensure proper contract support:

- CRM system with custom data fields
- Legal software with required cooperative field
- Demand generation software
- Marketing software
- OMNIA Partners OPUS tile
- OMNIA Partners Connect

These practices not only ensure compliance but have also led to a steady 20-30%+ increase annually in our contract usage.

13. Describe the Supplier’s product, software, systems, and/or services performing capability as it is applicable to their product, system, and service offering.

ParkMobile provides multiple ways to pay or register for parking at public agencies. Our app is the most frequented way to pay, but text-to-pay, call-to-pay, QR code, and website use are also available for parking payments or timed parking registrations. Simply put, your parkers can park, pay, and/or register their vehicle, and move on with their day, no hardware required.

For over 16 years, ParkMobile has been the leading provider of digital parking and mobility solutions to municipalities and universities throughout North America. We recognize that each client has distinct requirements, and our extensive track record of successful deployments enables us to meet those needs effectively. ParkMobile's mission statement is to “make cities more livable.” We do this by creating innovative solutions connecting parking and mobility ecosystems, eliminating friction and maximizing convenience and efficiency.

ParkMobile's capabilities enable OMNIA entities to fully bridge their on- and off-street parking operations and provide users with a seamless, contactless experience regardless of when and where they're parking. ParkMobile's team of experts will work diligently with each entity to ensure we understand their unique needs to deploy the most successful solution possible. ParkMobile is proposing our full suite of mobile parking solutions. Our strong national presence and wide range of user convenience features enable us to assist OMNIA entities in modernizing their parking programs while providing the best service to their customers.

ParkMobile is prepared to provide the following core services to OMNIA Entities:

- Our **ParkMobile Mobile Parking Payment System** provides flexible contactless payment options in an equitable platform. Drivers on campus can utilize popular features such as ‘extend time’ to

add time to their existing session and customize notification settings to receive alerts about their parking session via the best method and timeframe for their needs.

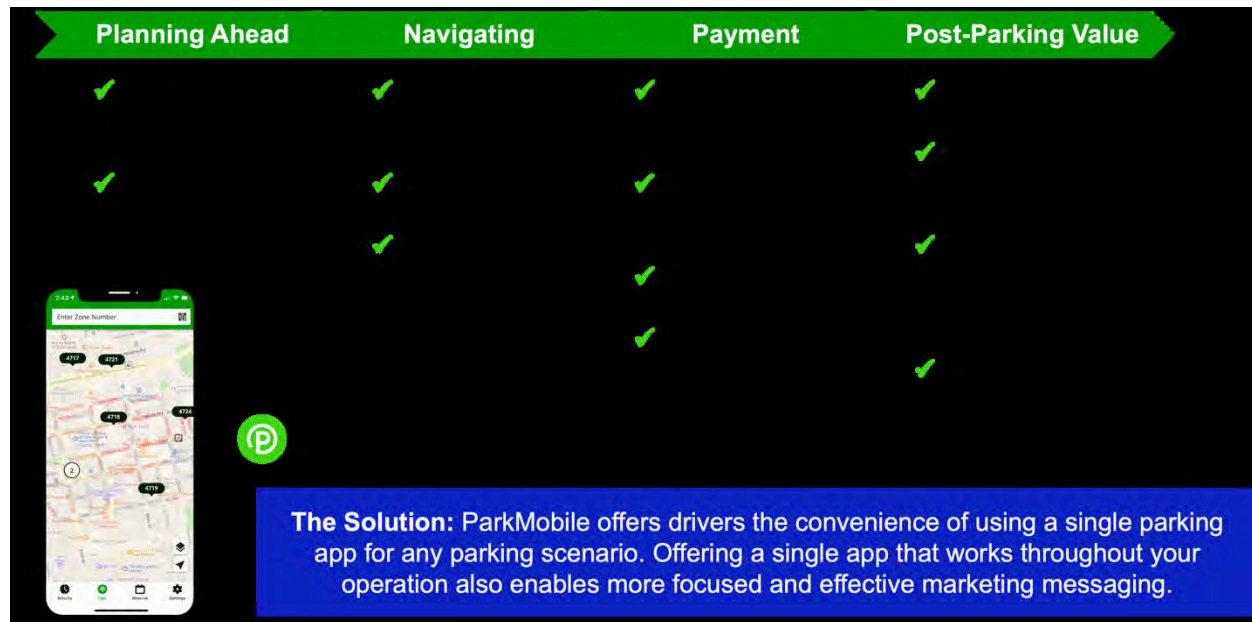
- **ParkMobile Digital Parking Reservations** enable clients to utilize a ParkMobile branded or custom-branded reservations website that their customers can use to prepay for parking ahead of events or for transient reservations.
- The **ParkMobile 360 Self-Administration Portal and ParkMobile Metrics** enables staff to make informed rate and policy decisions, such as dynamic pricing to promote space turnover and create a more efficient parking and mobility operation.

We are also proposing a variety of value-added services, including our curb management tool, Insights, which we have listed and detailed in that separate document. Below are details about each of the core ParkMobile solutions listed above.

ParkMobile Mobile Parking Payment System

Pay for parking digitally!

ParkMobile is the industry leader in mobile parking payment options because of our commitment to consumers and cities to provide a consistent, reliable, cost-effective, and easy-to-use system. There are many apps on the market that can complete a basic parking transaction in the simplest context. However, there are many stages to a customer's parking journey prior to standing in front of a meter and many stages after the moment of transaction. ParkMobile is unique in our support for the entire customer parking journey.



ParkMobile core features include:

- **Map View:** The map view based on location shows the user nearby zones. A user can then quickly touch the zone number to initiate a parking session.
- **Start a Parking Session:** This is a quick process to select your zone, confirm your vehicle and payment type, and start a parking session.
- **Multiple Payment Options:** ParkMobile offers various payment options, including most major credit cards (Visa, Mastercard, Amex), Google Pay, Apple Pay, and ParkMobile Wallet
- **Extend Time:** Ability to add time to your existing parking session to avoid running back to “feed

the meter.”

- **Find My Car:** Integration with Apple Maps, Google Maps, and Waze to direct users back to their car.
- **Notifications:** Customizable push, text, and email alerts to notify a user when parking will expire.
- **IVR Phone Number:** For people without a smartphone, use an IVR number to make parking payments over the phone. Users who call the IVR will go through the flow-through audio prompts.
- **24/7/365 Customer Support:** ParkMobile offers support via phone, email, text, and chat. ParkMobile also has an extensive support site where users can get answers to frequently asked questions and read technical help articles.
- **Manage Vehicles:** Easy to add, remove, and update vehicle information.

No other vendor offers a more feature-rich system solely focused on the total customer experience than the ParkMobile.

Simple Registration and User Account Management

ParkMobile has an easy registration process via app or mobile web experience. Through the native app experience, users will download the ParkMobile app on iOS or Android. They will be prompted to enter an email address and create a unique password, or they can sign up using their Apple or Google accounts. After account creation, the user will be asked to enter a license plate number. The user is now ready to start parking at any ParkMobile location in the United States.

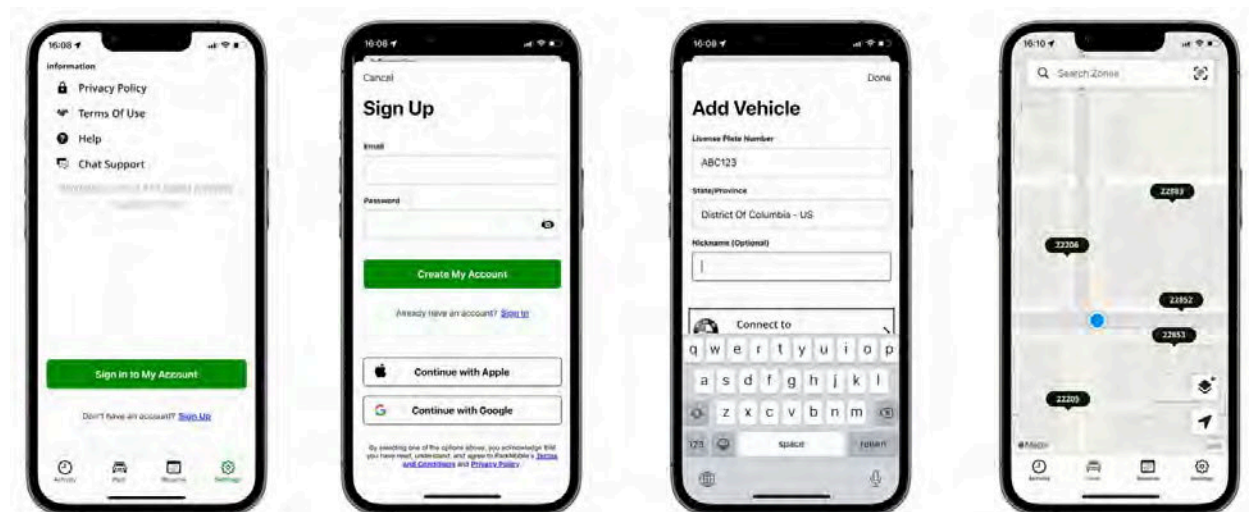


Figure – ParkMobile Registration Process

Users have full control to manage their account through the ParkMobile app or website. They can also contact our Customer Care team to make any changes to their account. Within their ParkMobile account, users are able to do the following:

- **Add and remove payment methods:** Users can easily manage their stored payment methods within the app and web. This includes selecting a default payment method and adding and deleting payment methods.
- **ParkMobile Wallet:** Users can refill their pre-loaded ParkMobile wallet at any time and check their account balance.
- **Manage Promo Codes:** Users can apply the code provided to their account or an active session

and will receive a discount on their transaction. The functionality is fully customizable, so the City can adjust the promo codes, number of uses, time frames, zones eligible, and more.

- **Manage Vehicles:** Users can easily add, remove, and update information. Users can select a primary vehicle and nickname each one.
- **Activity History:** Users can see complete details of recent parking transactions, including Zone, City, Date/Time, Duration, Vehicle (LPN), Payment Method, Parking Fees, and Total cost. After the parking session ends, the user will also get an email receipt.

ParkMobile Offers the Most “Ways to Pay”

Today’s consumer wants choice when it comes to parking payments. That’s why ParkMobile now offers more ways to pay than any other mobile parking app. Beyond the flagship ParkMobile app for iOS and Android devices, users can also make parking payments via web, text, phone and even Google Maps. Offering more consumer choice drives higher adoption.



Below are the payment methods available to users:

- **ParkMobile App:** The #1 parking app in the US provides the most robust user experience for iOS and Android devices.
- **Pay By Web at ParkMobile.io:** Lightweight, web-based flow for people who do not want to download the full-featured app
- **Guest Checkout:** Allows users to purchase parking without creating an account.
- **Pay by Text:** When the user parks in a ParkMobile zone, they can text the keyword “Park” to 77223 to receive a short link via SMS to start their session.
- **IVR:** Drivers who don’t own a smartphone can easily pay for parking by calling a toll-free IVR number and making a payment over the phone.
- **Flexible Payment Methods:** In addition to all major credit and debit cards, the ParkMobile system can accept prepaid cards, Google Pay, Apple Pay, and our own ParkMobile Wallet. This ensures that there are payment options for underbanked users.

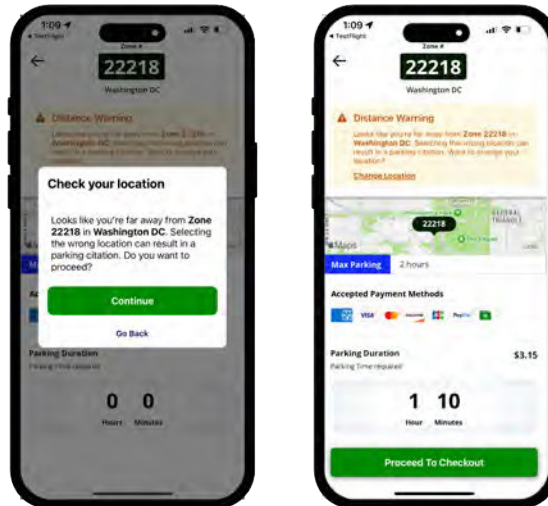
ParkMobile App for iOS and Android

The ParkMobile app provides a quick and easy way to pay for parking. Our Product team constantly researches the experience and optimizes the flow for users. Once a customer downloads the app and creates an account, it’s simple to make a payment.

1. **Enter Zone Number:** The user will enter the zone number posted on the stickers and signs around the meter. To make this process easier, the app uses location-based GPS coordinates to show the nearby zone numbers on the map so a user can easily touch the right zone number

and then move to the next step.

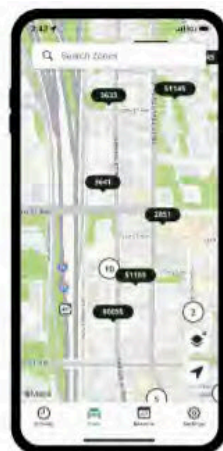
Through client and user feedback, ParkMobile consistently implements user flow improvements to ensure the accuracy of both the user and enforcement processes. A recent improvement we have released is an alert displayed to the user if the ParkMobile system detects that they are far away from their selected zone. We have provided example screenshots of this below.



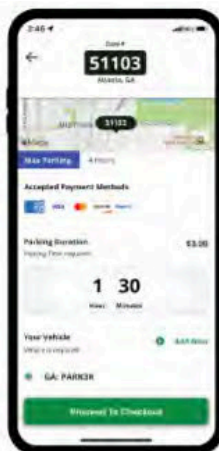
2. **Select Duration:** The user will select the duration of the parking session. The duration is based on the rates and policies set up for that specific zone number in ParkMobile's backend systems. On this screen, the user will also see the default vehicle selected and be able to change that vehicle if necessary. The user will then tap "Proceed to Checkout" to proceed to the next step.
3. **Confirm Information:** On the confirmation page, the user will see all the key details for the parking session: zone number, duration, payment method, and vehicle. The user can edit any of this information before starting the parking session. After the user confirms the information, the user touches "Start Parking" to begin the parking session and will see a countdown clock with the remaining time.



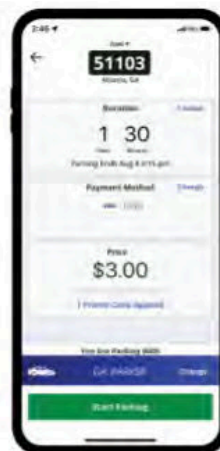
Register or login



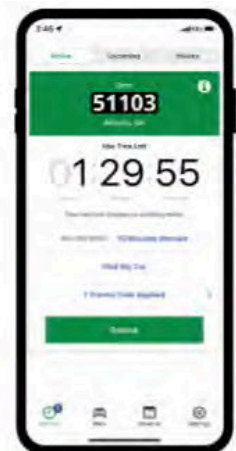
Select or enter
ParkMobile zone



Choose parking time, vehicle
and payment method



Confirm information
and start parking



Know how much time
you have left - extend
time remotely

ParkMobile Web Experience

ParkMobile's lightweight mobile web application enables users to pay for parking without downloading the full-featured app. The web experience can be accessed by typing "parkmobile.io" into the mobile web browser, texting "Park" to 77223, or scanning the QR code on nearby signs or decals. The ParkMobile web app also offers a Guest Checkout option, allowing users to purchase parking without creating an account. This is a good option for the infrequent parker who prefers to make a mobile payment but does not want to download an app and create an account.

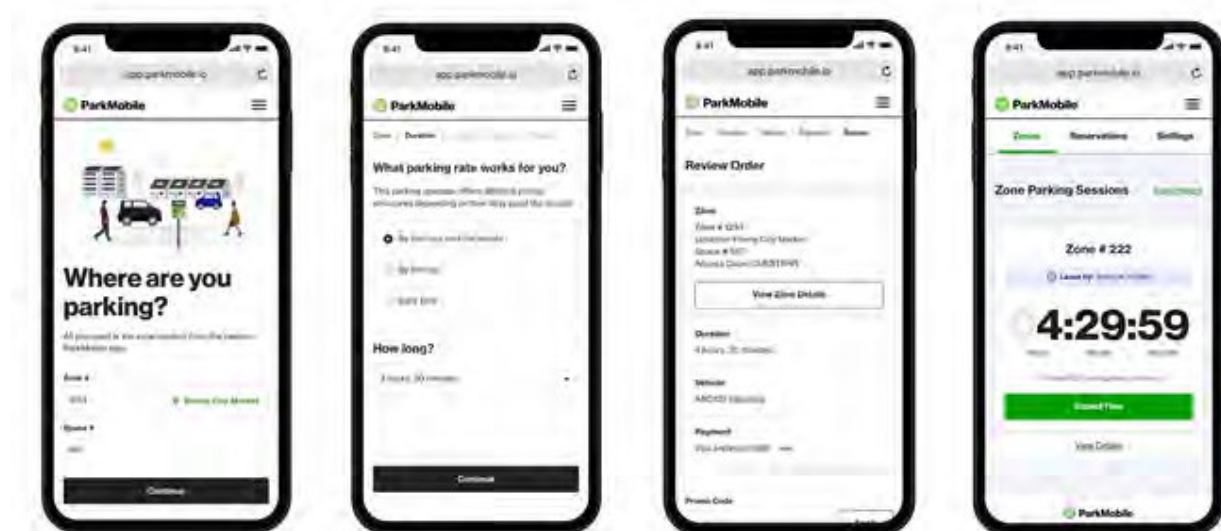


Figure - ParkMobile Mobile Web Checkout Experience

While the ParkMobile app is currently available in English or Spanish, the ParkMobile Web Experience is available in hundreds of languages (dependent on the user's device settings). This ensures that all ParkMobile users have flexible contactless payment options regardless of their native language.

ParkMobile Provides Equitable and Accessible Parking Options

ParkMobile understands the importance of Equity and Inclusion and has made it our mission to make our services accessible to all. With equity in mind, ParkMobile always strives to provide options for people with disabilities, customers without a smartphone, and unbanked and underbanked populations.

1. People with Disabilities

ParkMobile focuses on making our solution accessible to all users. To us, accessibility means creating a product that equally accommodates all users in its design. In other words, all users have an equivalent user experience, regardless of disability or other considerations.

In the last several years, we have partnered with Deque (deque.com), an industry-leading software accessibility consultant, to audit our consumer experiences. Based on the outcome of that audit, we have made improvements to our web and native consumer applications in compliance with Section 508 accessibility requirements as we work toward WCAG 2.1 AA compliance. These include ensuring app colors are accessible for color-blind users and an audio screen reader for visually impaired users. More details about our current compliance status and our accessibility processes can be found in our Accessibility Statement. We can also provide Voluntary Product Accessibility Templates (VPATs) for our consumer experiences on request.

2. Customers Without a Smartphone

We know that not every driver has a modern smartphone, so we provide an Interactive Voice Response (IVR) system where a user can call a 1-800 number posted on signage and decals. ParkMobile IVR phone numbers, provided at no charge, are posted on every decal and sign.

When a user calls the IVR number, that person will be guided through an account setup process. If an account is already set up, the user will be recognized by the phone number on the account and immediately prompted to initiate a parking session. The IVR system will ask the user for the zone number, license plate number, duration, and payment method. The IVR system mirrors the user experience on both the web and app to start and manage a parking session, ensuring Baltimore rules are followed. A user can purchase time according to rules and restrictions for the zone.

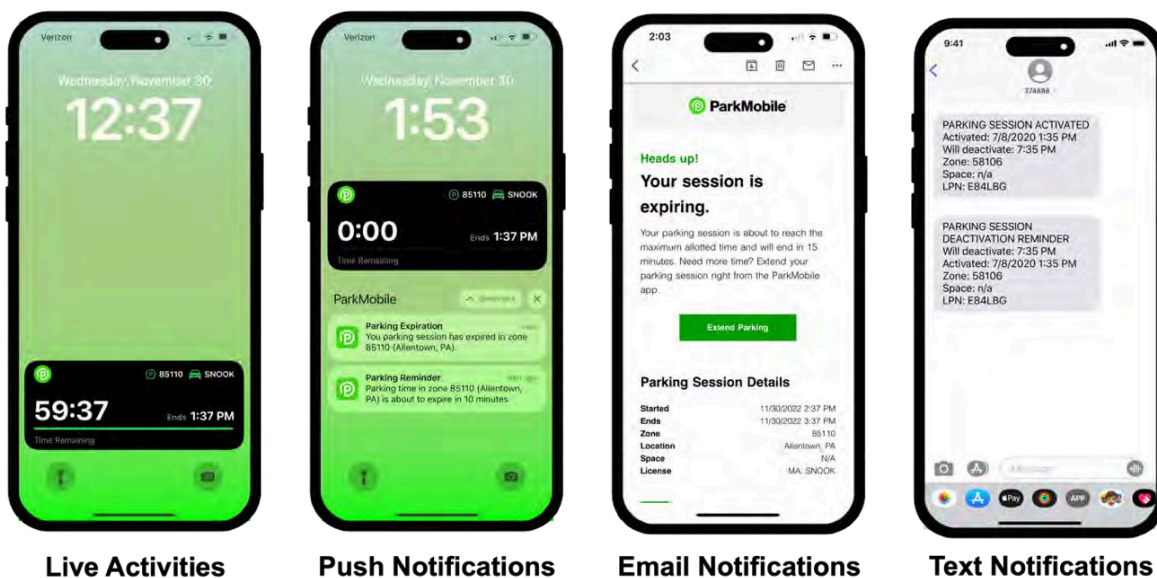
3. Underbanked and Unbanked Customers

Customers without credit/debit cards can use a prepaid card to pay for their parking session via ParkMobile. Consumers can also use a pre-paid or reloadable card from retailers such as GreenDot or NetSpend to pay for parking.

Customizable Notifications

ParkMobile provides automatic real-time push notifications that will notify customers prior to the expiration of their parking session. The timing of these alerts can be set to a duration of the customer's choosing. Alerts can be configured to be sent via email, SMS, and push notifications. ParkMobile users will receive an in-app message and email alert once their parking session has expired.

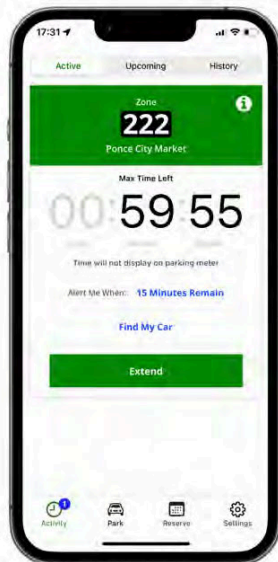
ParkMobile has developed a new feature for the iOS Live Activities capability that allows users to see the remaining time left for their session from their device's lock screen. This user convenience option simplifies checking how much time remains for the current session.



Extend Time

The most popular feature of the ParkMobile app is the ability to extend the time of the parking session remotely. Users can add parking time without running back to "feed the meter." A user cannot extend

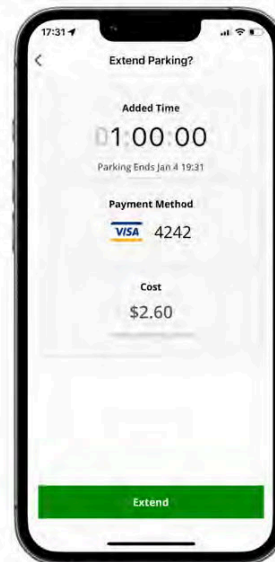
time past the maximum parking time allowed for that location.



1. Select Extend



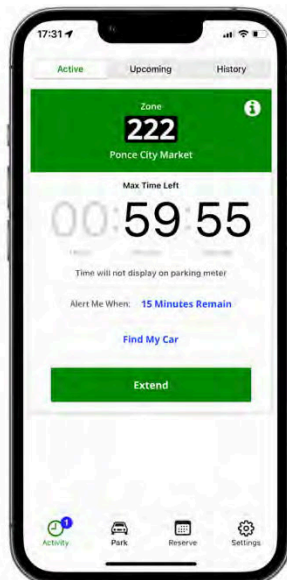
2. Select the amount of additional time to add



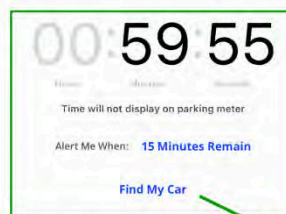
3. Confirm information and start parking

Find My Car

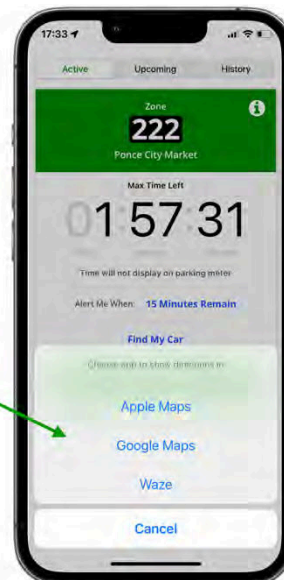
Another popular feature of the ParkMobile app is Find My Car. This enables a user to get walking directions back to the location of her car. The user can select from multiple mapping options: Apple Maps, Google Maps, and Waze.



Active parking session



Find My Car



Get walking directions back to car

Integration with Gated PARCS Equipment

ParkMobile seamlessly integrates with gated parking equipment, making it easy for consumers to use the app to pay for parking, lift the gate, and exit the garage/lot. Exact integration capabilities will depend on the PARCS provider the client chooses to deploy, however, we have provided an example user flow below.

1. Gated Mobile Payments - Ticket Takeover

Today, paying for garage or gated parking typically requires a customer to print and insert a ticket into a free-standing kiosk near or in the garage. Or, a customer can insert the ticket into an access control system attached to the exit gate. Either of these options often leads to a customer waiting in line to pay.

The Ticket Takeover solution eases the customer's experience by allowing the customer to pay for their garage parking session right in the ParkMobile app. The ParkMobile user simply scans their printed ticket in the app, enabling ParkMobile to automatically charge the user when they scan their ticket at the gate to exit. Ticket Takeover is not designed to replace physical payment devices but rather to supplement them as an additional payment method.

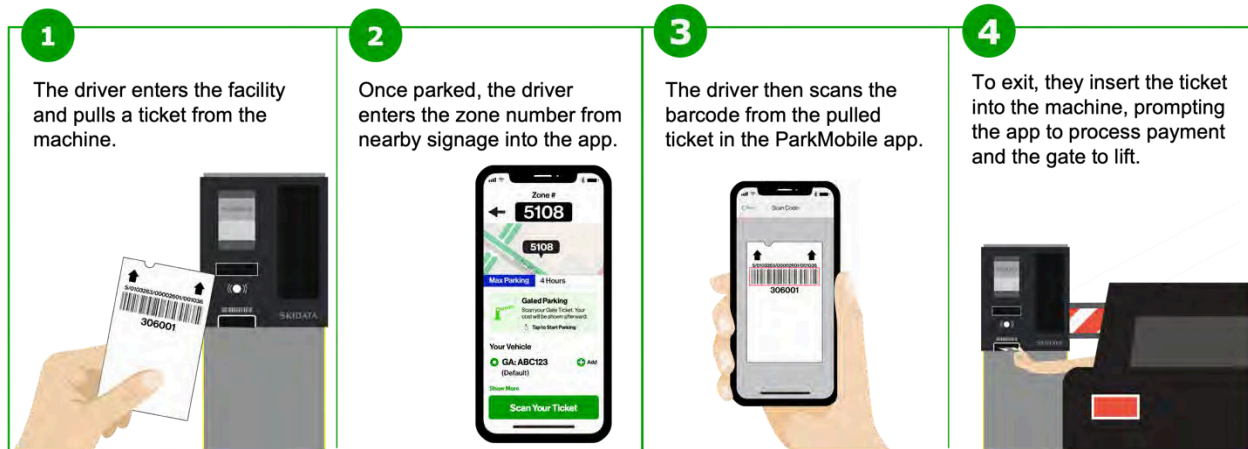


Figure – Mobile Payment Ticket Takeover User Flow

ParkMobile also seamlessly integrates with camera parking providers. With this solution, cameras are outfitted on entry and exit areas and the session starts on entry for those that have registered for the service. The Parking and Revenue Control System (PARCS) solution will prompt ParkMobile how much to charge once the vehicle exits the lot.

ParkMobile Digital Parking Reservations

ParkMobile also offers parking reservations for transient or event parking. Users can easily secure a parking space in advance through the flagship website at ParkMobile.io, a custom-branded reservations website tailored to match the client's overall look and feel, or the responsive mobile website experience (available at parkmobile.io or the custom-branded website). ParkMobile aims to simplify the parking process and enhance the overall customer experience by providing flexible booking options.



Custom Branded Website



ParkMobile Website

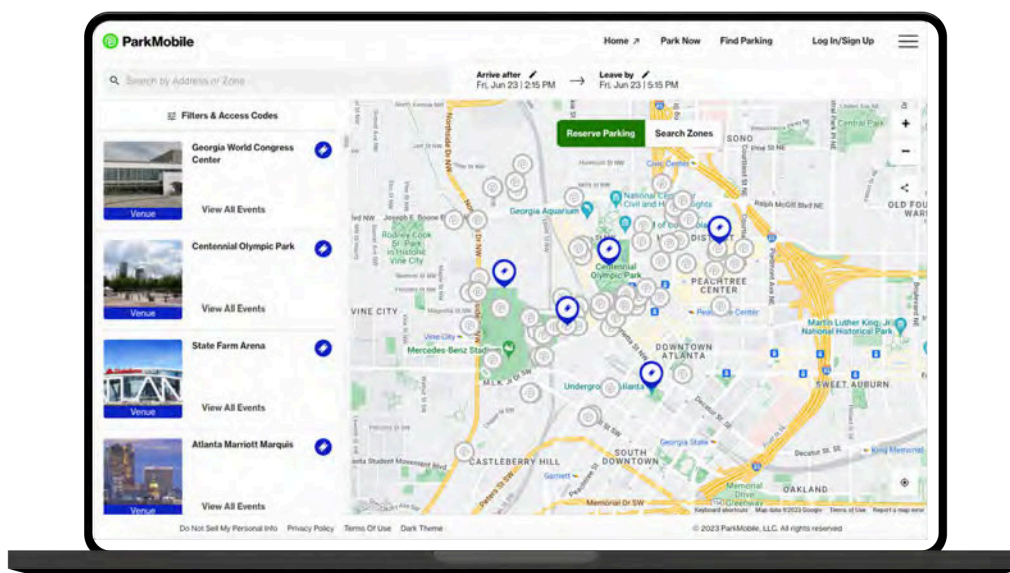


Mobile Web Experience

ParkMobile offers a simple and fast way to reserve parking. To begin, users can visit the ParkMobile or client-branded reservations website and follow these simple steps:

1. **Search:** Enter the desired date and time to find available parking. The map interface will display available parking locations. Users can select their desired location and confirm details such as the selected date/time and amenities available.
2. **Confirm Details:** Users will then be prompted to log in to their ParkMobile account, create an account if they don't have one, or checkout as a guest (web experience only). Customers will then be asked to provide their email address, license plate number, and payment information to complete the reservation purchase. If the customer is logged into their ParkMobile account, most of these fields will be pre-populated with their preferred options.
3. **Complete Purchase:** After completing the reservation, users will receive an email confirmation and a QR code. Depending on the client's operation, the email, QR code, or the user's license plate may be used to verify the paid reservation.

Event reservations follow the same steps, except that the user selects the venue on the ParkMobile map and then has a list of events to reserve parking for.



Gated Reservations

ParkMobile also offers integration with PARCS equipment to manage reservation facility access. With this functionality, the customer makes a reservation using the steps above and, upon arrival, scans the

QR code associated with their reservation at the entry and/or exit machines.

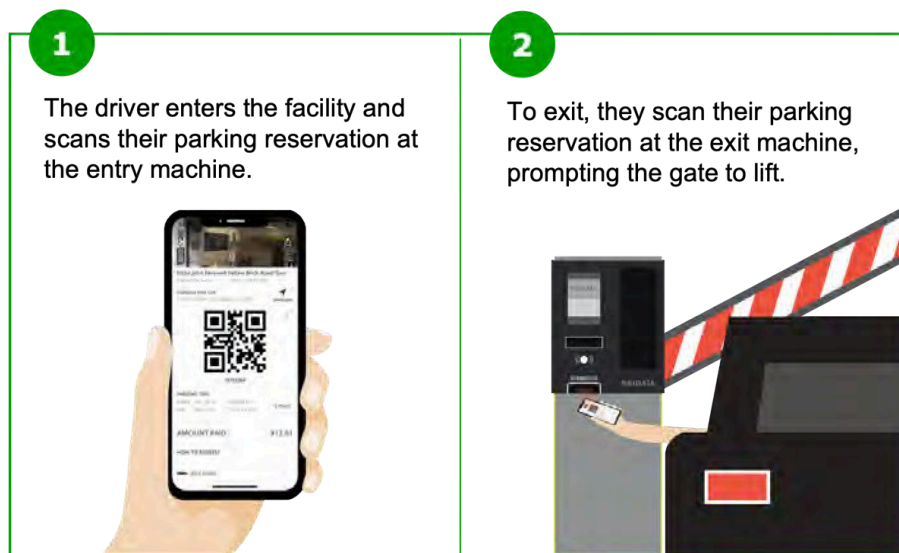


Figure – ParkMobile raises gates for reservations

Secure Platform and Ongoing Support

ParkMobile complies with PCI DSS, ISO 9001:2015, and SSAE 18 requirements and is audited annually for continued compliance.



ParkMobile is committed to properly managing records to retain those with current or future value and to destroy records that do not have such value properly. Examples of ParkMobile actions taken include but are not limited to the following:

- Card Holder Data (CHD) is not stored on removable media.
- Information on all media is classified, handled, and disposed of in a secure manner.
- ParkMobile encourages minimal use and storage of confidential data to reduce the risk of data compromise.
- ParkMobile does not store any information from the card magnetic track, including CVV/CVC, CVV2/CVC2, and PIN block data, at any time after card authorization.
- Cards that have met and exceeded their expiration by six months are deleted from all systems.
- All cardholder data from deactivated or closed accounts is deleted from all systems after a 6-month waiting period.
- After 18 months of inactivity, a card is categorized as inactive and deleted from all systems.
- A review of cards matching the above criteria is conducted monthly, with quarterly reviews of the reports.
- Personal account numbers (PAN) are masked when displayed.

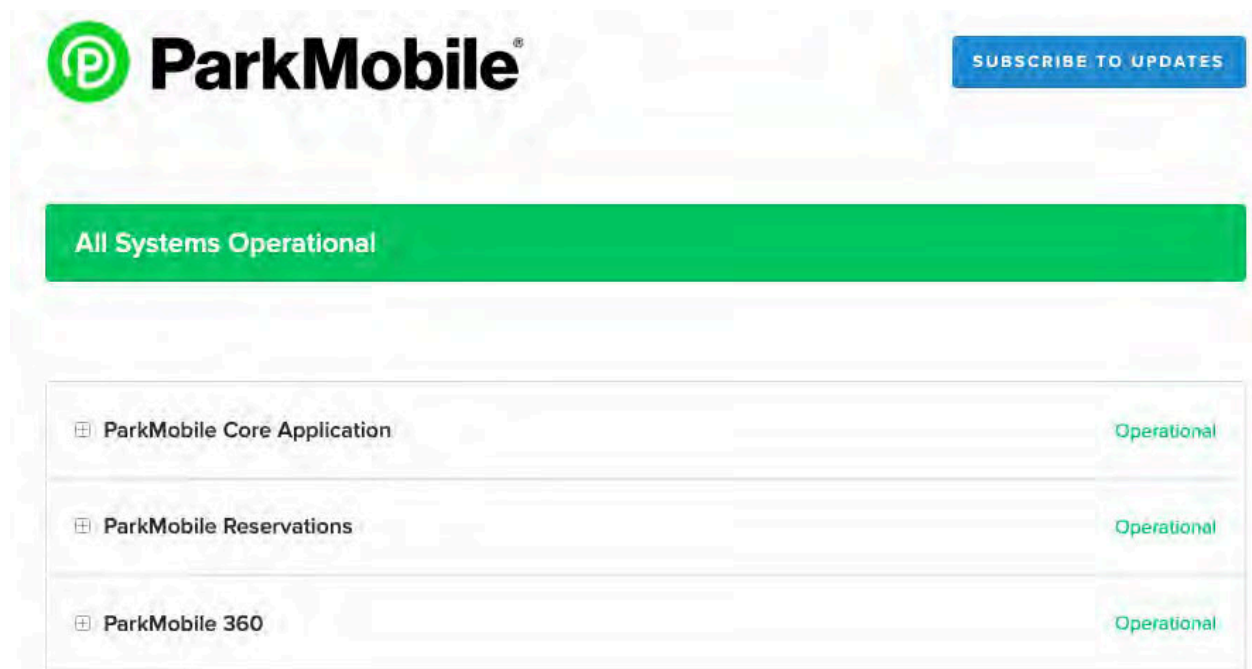
- Two-factor authentication is implemented to access any cardholder data.
- CHD is encrypted at capture, transit, and at rest.
- PCI DSS compliant encryption methods, processes, and procedures are implemented.
- ParkMobile has implemented encryption key management plans to ensure the availability of encrypted authoritative information.
- ParkMobile data security policies prohibit direct database access
- Data does not travel over the network unencrypted.

We also prioritize data usage transparency and have our Customer Privacy Policy accessible to users via our website. This policy is designed to help customers understand how we collect, use, and share information collected through the ParkMobile websites, mobile applications, and other operating services. The policy can be reviewed here: <https://parkmobile.io/privacy-policy/>.

System Monitoring and Uptime Guarantee

ParkMobile has several proactive measures to ensure stability, including meeting reliability, availability, disaster recovery, and accuracy standards. We use an extensive set of best-in-class application and infrastructure monitors that capture any platform issues and immediately alert our on-call team to address any errors that require immediate attention. We also aim to scale our platforms ahead of our growth expectations, which is why our platform can handle 5x the largest volume day in ParkMobile history without any changes from the engineering team. Coupled with the uptime guarantees of Amazon Web Services, the platform is designed for maximum availability & reliability.

ParkMobile uses logging and monitoring tools such as DataDog to automatically detect and notify when there is an interruption, degradation in service, or security incident. ParkMobile ensures 99.9% uptime and routinely exceeds it. Clients can monitor the real-time status of all ParkMobile systems via our ParkMobile Systems Status Page, which can be accessed anytime via status.parkmobile.io. The status page also includes user convenience features like automated notification subscriptions (email and/or text) and historical performance information.



The screenshot shows the ParkMobile Status Page. At the top left is the ParkMobile logo. To the right is a blue button that says "SUBSCRIBE TO UPDATES". Below the logo is a green banner that reads "All Systems Operational". Underneath this banner is a table with three rows, each representing a different ParkMobile system. Each row has a checkbox icon, the system name, and a status indicator.

☒	ParkMobile Core Application	Operational
☒	ParkMobile Reservations	Operational
☒	ParkMobile 360	Operational

ParkMobile Status Page at status.parkmobile.io

ParkMobile 360 Self-Administration Portal

ParkMobile 360 puts you in control. With this user-friendly web-based solution, you can effortlessly manage your parking inventory, set policies, adjust rates, and create special event rates. It has everything you need to keep your operation running smoothly and boost your revenue. Key features of the PM360 portal include:

- **Calendar View:** ParkMobile 360 shows you daily, weekly, and monthly calendar views of all your parking policies, making it easy to visually see all your parking rates and make the necessary adjustments.
- **Rate Creator:** With ParkMobile 360, you can quickly create and import rates for specific days, weeks, or months. If you have a festival, street cleaning, or weather event, you can change and update your rates across different locations for special event rates.
- **Policy Management Across Locations:** ParkMobile 360 gives you a complete view of rates and policies across multiple locations. You can quickly apply policies from one location to another without having to rebuild a location's rate structure.
- **Rate Tester:** Before you push out a rate change, ParkMobile 360 allows you to test that rate to ensure it works properly and avoid potential customer service issues.

ParkMobile 360 allows clients to manage rates and policies in real-time. Staff can make rate changes and push them out instantly. ParkMobile can support extremely complex rate structures with multiple rates in effect at different times and days of the week, in addition to special event rates. ParkMobile 360 also includes a Rate Tester, allowing staff to easily verify customers' rates on a given date, time, and location. This tool is extremely helpful in ensuring that rates are being displayed correctly and that there are no gaps in the policies when multiple overlapping policies are in place.

Below are some examples and screenshots of the rate management capabilities available in ParkMobile 360:

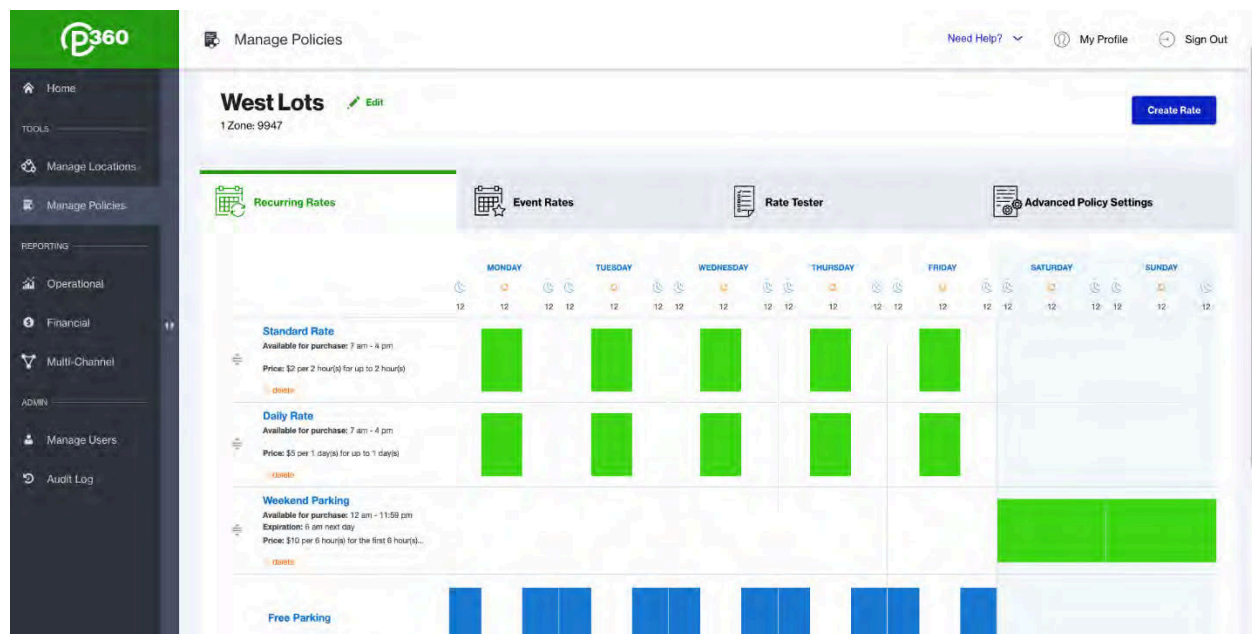


Figure – PM360 Calendar View to Setup Recurring Rates

Standard Rate

Days

Hours

Rate Type

Price

On which day(s) will this rate be offered?

Weekdays (Mon-Fri)

Weekend

Every day

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Sunday

DELETE

SAVE AS DRAFT

PUBLISH

Standard Rate

Days

Hours

Rate Type

Price

During which hours will this rate be available?

Available for purchase starting at: 7:00 am pm

No longer available for purchase at:

4:00 am pm on the same day next day

This parking session will expire at: (optional)

am pm on the same day next day

Set Advanced Rate Options (Prepayment, Rollovers)

DELETE

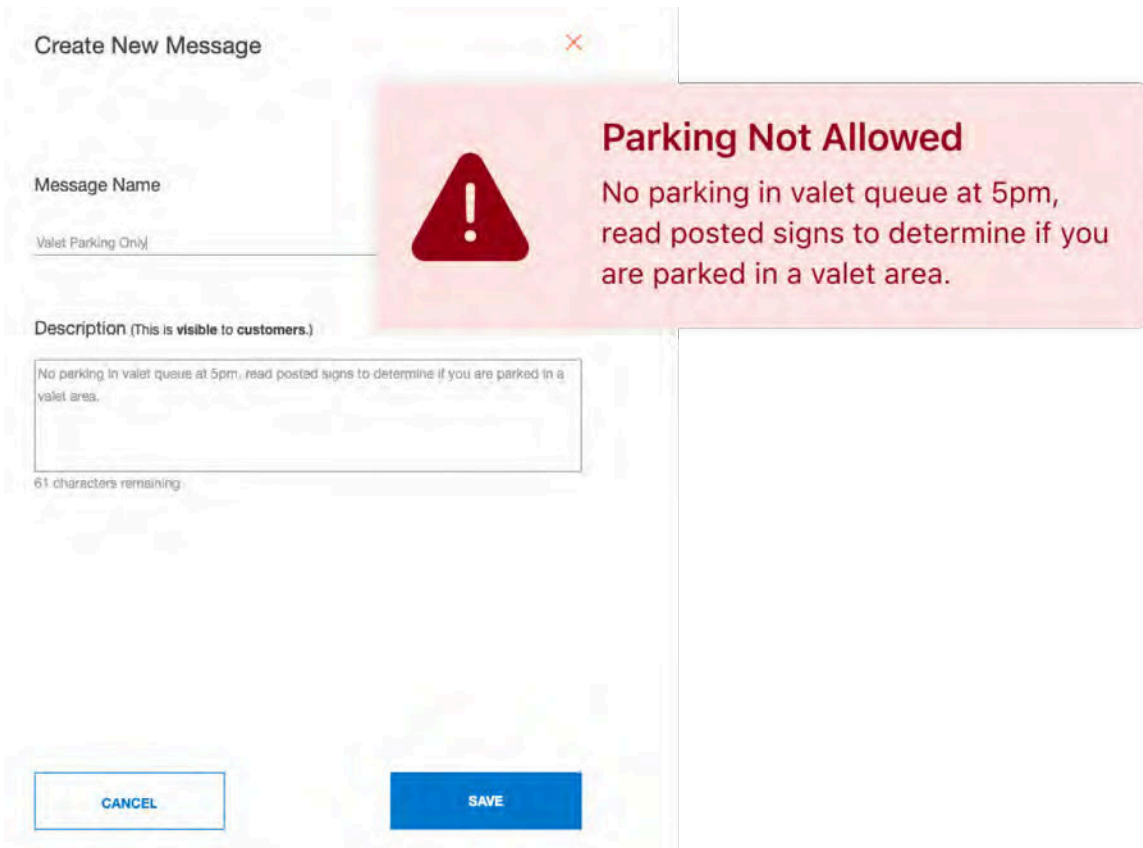
SAVE AS DRAFT

PUBLISH

Figure – PM360 Rate and Policy Management

 Home Manage Locations Manage Policies REPORTING Operational Financial Multi-Channel ADMIN Manage Users Audit Log	Audit Log Need Help? My Profile Sign Out Rate Logs User Logs System Logs 136 Market St 1540 Canal St 24 Drayton Street Property 2400 Bull Street 255 East Bay 313 Parking Detroit 313 Parking Miami 501 Lafayette St LLC 717 Parking 801 Asbury Avenue 8th Day Gym 920 Westington Ave AAA Atlanta AAA Parking Chattanooga Astoria Properties ABM Boston ABM Charleston ABM Cleveland OH ABM Minneapolis 16th Ave ABM Minneapolis Farm Market ABM Minneapolis Lun Lake Search by location, rate name, address, zone number, or user's name Filter by: Start date End date FILTER Export logs January 04, 2022 (Published Rate) - Megan Klutz changed the Daily Rate, on January 04, 2022 at 02:49 PM (Published Rate) - Megan Klutz changed the Standard Rate, on January 04, 2022 at 02:48 PM December 15, 2021 (Published Rate) - Corina Wilner deleted the 1 to 2 to 3 to 10 to 24 Hrs, on December 15, 2021 at 02:26 PM December 13, 2021 (Event Rate) - Anirudh Bhatia changed the demo fan event series, on December 13, 2021 at 11:49 AM (Event Rate) - Anirudh Bhatia changed the demo fan event series, on December 13, 2021 at 11:49 AM (Event Rate) - Anirudh Bhatia created the demo fan event series, on December 13, 2021 at 11:47 AM (Event Rate) - Anirudh Bhatia created the demo fan event, on December 13, 2021 at 11:39 AM (Published Rate) - Anirudh Bhatia created the demo fan, on December 13, 2021 at 11:27 AM December 08, 2021 (Published Rate) - Greg Gruschow created the recurring incremental rate, on December 08, 2021 at 07:54 PM (Published Rate) - Greg Gruschow created the recurring flat rate, on December 06, 2021 at 07:53 PM
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Figure – PM360 Audit Log Provides a Record of Rate/Policy Changes



The screenshot shows the 'Create New Message' interface. A red warning box with a triangle icon and the text 'Parking Not Allowed' is overlaid on the form. The warning text reads: 'No parking in valet queue at 5pm, read posted signs to determine if you are parked in a valet area.' The form fields include 'Message Name' (with the placeholder 'Valet Parking Only'), 'Description (This is visible to customers.)' (with the placeholder 'No parking in valet queue at 5pm, read posted signs to determine if you are parked in a valet area.'), and a character count '61 characters remaining'. At the bottom are 'CANCEL' and 'SAVE' buttons.

Figure – Create Custom No-Parking Messages

ParkMobile Client Analytics Tools

ParkMobile provides robust analytics and reporting capabilities that include the ability to consolidate all of an operation's parking data in one portal. ParkMobile Metrics provides information with regard to total transactions and revenue across varying time frames, as well as transaction statistics such as the distribution of parking by hour of day, duration, and parking cost. The financial reports contain transaction-level information, including pricing, user, zone, and payment information. These reports can be scheduled to be delivered to the user's email inbox on whatever cadence they prefer - daily, weekly or monthly.

Below are some of the key features of ParkMobile's client analytics tool:

- **Easy-To-Read Dashboard View:** Your data is delivered in an attractive, easy-to-read format with charts, KPIs, and graphs for monitoring trends and drawing insights.
- **Scheduled Reports Delivered to Your Inbox:** ParkMobile allows you to distribute the right information to the right people by scheduling daily, weekly, or monthly reporting emails to select staff members.
- **Filter By Date and Supplier:** You can filter data by date range and supplier, making it easy to pull the data you want to see and compare historical trends.
- **Download ParkMobile Reporting Data in Multiple Formats:** Quickly and easily download your data in the format that best meets your needs. Downloads are available in .xls, csv, and .pdf formats.

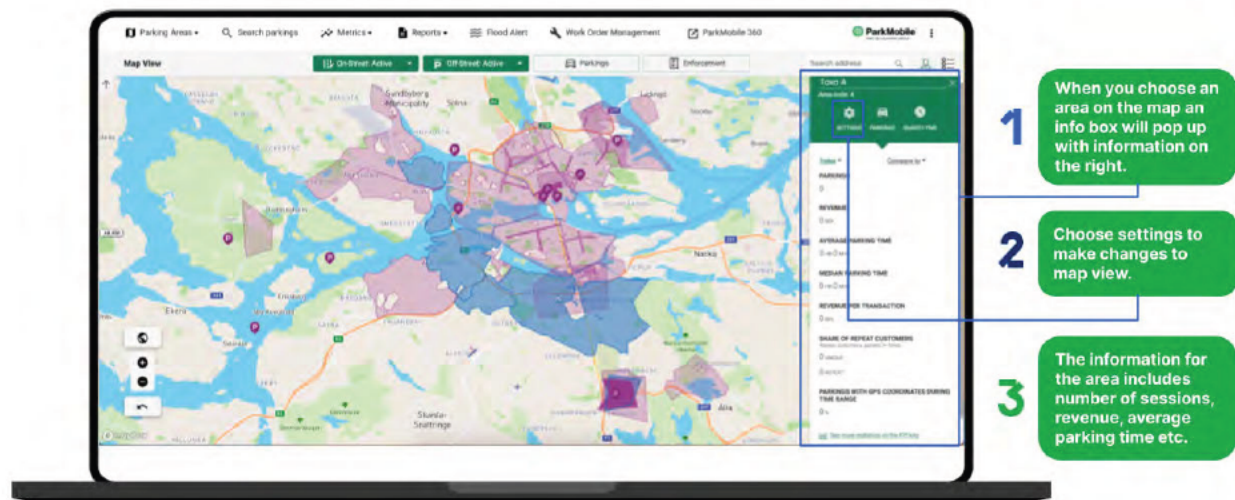


Figure - ParkMobile's client analytics map view displays parking areas on a map to quickly select the desired location's data

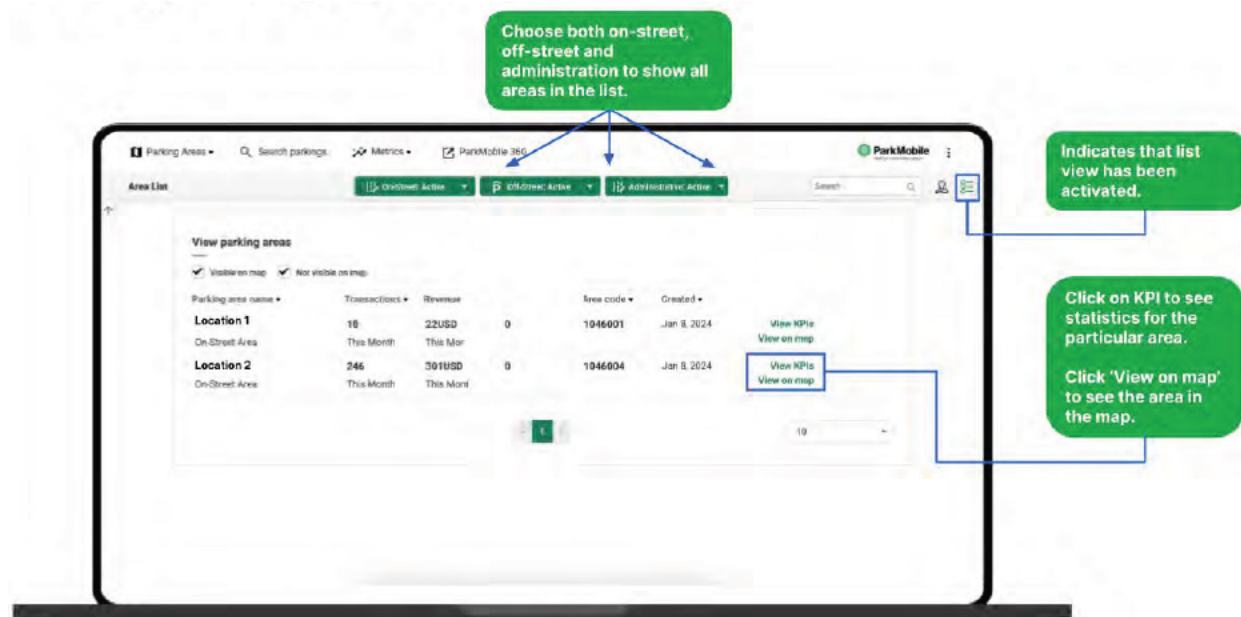


Figure - ParkMobile's client analytics location list view provides a quick glance at each parking location's performance metrics. Clicking 'View KPIs' allows users to view deeper analytics.

KPI shows active and started parkings in the past 24 hours and revenue per month.

If you have a payment solution this will be shown separately.

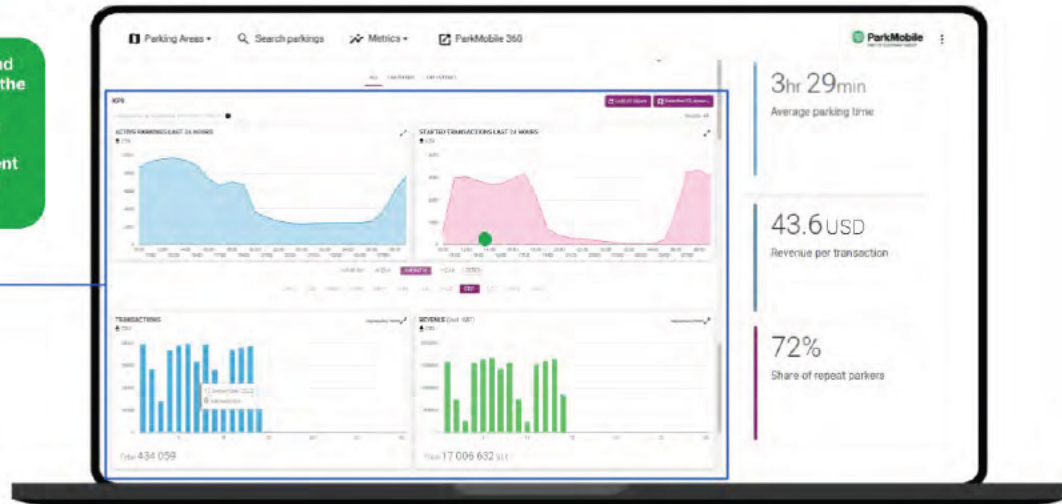


Figure - ParkMobile's client KPI analytics dashboard view provides a variety of visualizations of the program's performance metrics. Visualizations include previous 24 hours and monthly views.

If you have more than one payment provider, they will display in separate graphs for a complete overview.

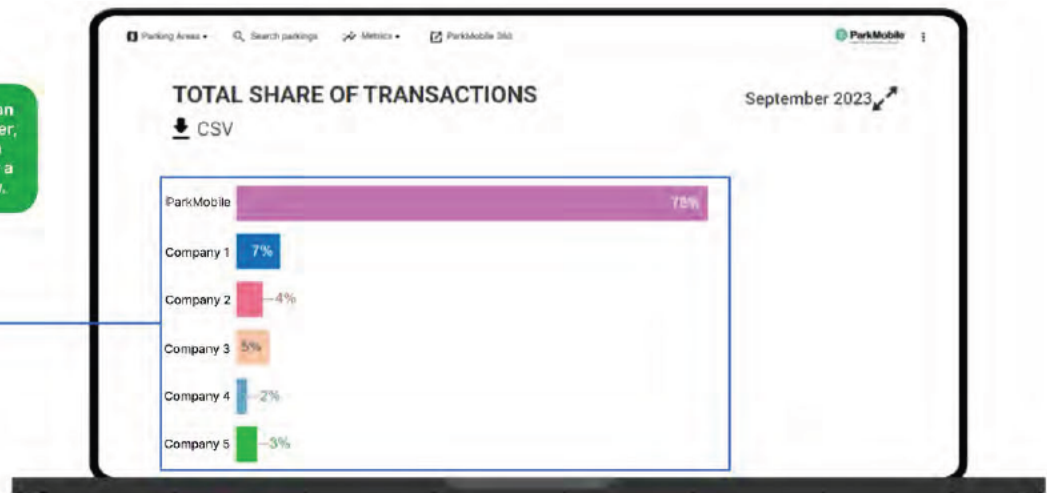
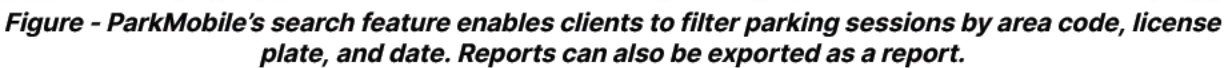
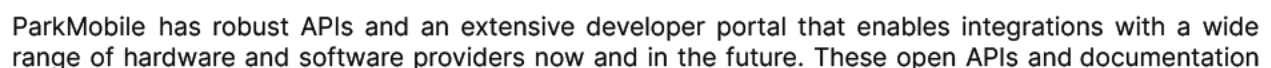


Figure - ParkMobile's multi-channel analytics view provides a breakdown of the share of transactions for all payment channels utilized by the client.



ParkMobile prides ourselves on being a “best-in-breed” provider by operating on an open API that allows us to integrate with the system providers of our client’s choice. We are already integrated with over 100+ industry providers of all technology types and have a developer portal for integrations not already in place. Whether the client decides to implement new parking technologies now or in the future, ParkMobile provides the flexibility to deploy the preferred parking technologies of the client’s choice.



are ready for the partners with whom ParkMobile does not already have a working relationship.

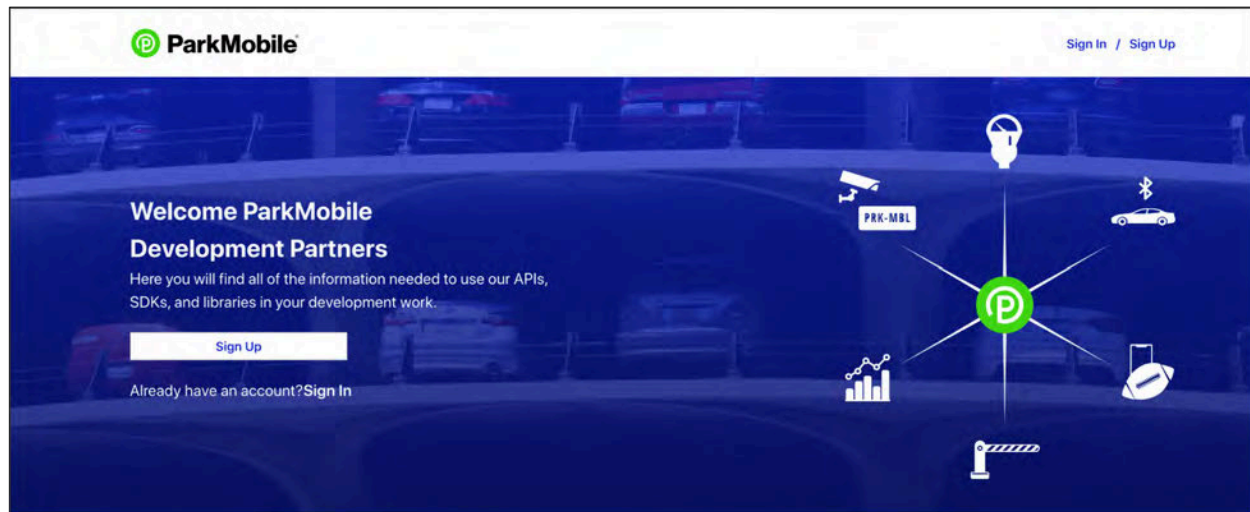


Figure - ParkMobile Developer Portal for new integrations

14. Provide any additional information relevant to this section.

ParkMobile understands that we are expected to inform prospective clients about the opportunity to contact with us via the Master Agreement. ParkMobile has experience with cooperative purchasing agreements, including our current Master Agreement with OMNIA, and will utilize our best practices to give our clients the best service possible. Additionally, ParkMobile offers comprehensive marketing services to our clients to ensure their parking and mobility program powered by ParkMobile is successful. We have described both of these essential marketing aspects in the following sections.

Marketing OMNIA as an Option to Prospective Clients

ParkMobile has already integrated cooperative purchasing opportunities into our core processes for working with potential new clients. During exploratory conversations with cities and universities, ParkMobile's sales reps routinely inquire about the organization's experience with cooperative purchasing. We will work with current OMNIA members to contract through the OMNIA procurement channel where applicable. For organizations unfamiliar with cooperative purchasing, ParkMobile's reps will educate their teams on OMNIA and its benefits and provide information on how to join.

Our sales force will market our OMNIA contract with prospective clients in two key ways.

The first is through outreach channels such as standard sales calls and emails, site visits, and social media. ParkMobile emphasizes outreach through LinkedIn because it gives clients a face and introduction to our sales team's experience in the parking industry.

In addition to posting more broad sales callouts on the ParkMobile social media accounts, ParkMobile's sales team regularly posts about our services to their regional connections, ensuring decision-makers in all areas of the US and Canada know about ParkMobile's solution.



Another important aspect of our sales approach is our consistent attendance at national and regional industry tradeshows and events. These events allow our sales and account management team members to make in-person connections with parking and mobility decision-makers while informing them of the avenues in which ParkMobile is available to them. Industry tradeshows and events are a great opportunity to introduce prospective clients to alternative solicitation opportunities to avoid lengthy RFP processes that tie up personnel.

ParkMobile often participates in procurement and Smart City tradeshows, such as NIGP.

ParkMobile's website will also allow OMNIA members to learn about our partnership, our mobile app, the company, and case studies outlining how we have helped cities and universities transform their parking operations. Additionally, ParkMobile hosts monthly educational webinars that OMNIA members can use to learn industry trends and best practices as they relate to mobile parking payment services.

This website is currently live and shows current OMNIA Partners/NCPA contract information. We have provided a screenshot of this page on our website below. The page can be accessed by clicking the following link: <https://parkmobile.io/parking-solutions/omnia/>.

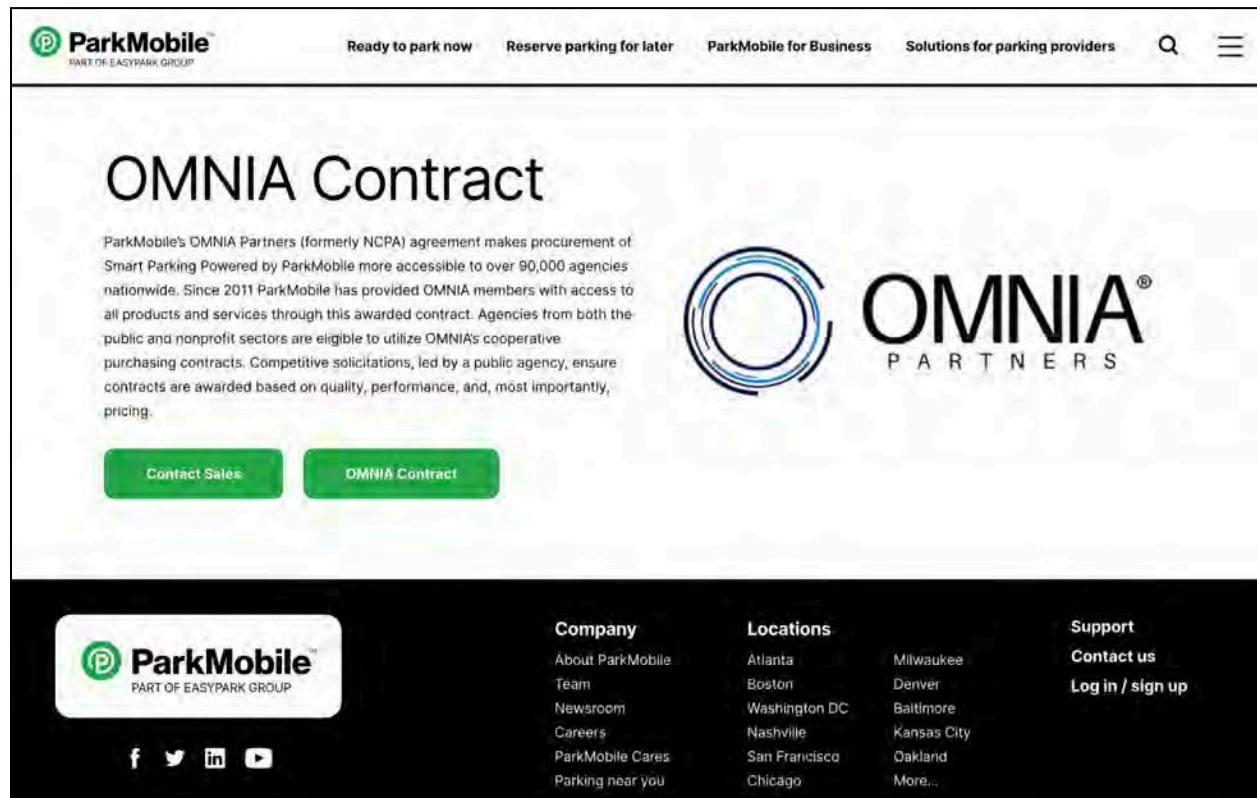


Figure – The OMNIA Page on the ParkMobile Website

Marketing Our Service to Users

ParkMobile provides comprehensive marketing support, including all signage and decals for parking equipment, at no additional charge.

Signage and decal design are critical aspects of deploying a successful mobile parking program. According to our research, almost 49% of users first learn about our app through the signage at the meter. Our team works directly with our clients to understand the hardware assets in the field and what the pay station/meter looks like to produce the best sign and decal package. We have an in-house graphic design team that creates sign proofs for approval. We also recommend refreshing signage consistently to ensure the highest quality.

Best practices for mobile app signage include:

- Bigger is better. Larger stickers and signs have been proven to drive greater app adoption.
- Minimize the elements on the sign. Less is more.
- Have a large zone number that is easy to read from a distance.
- Simple instructions on how to pay.
- Show that ParkMobile is also accepted to provide more payment options

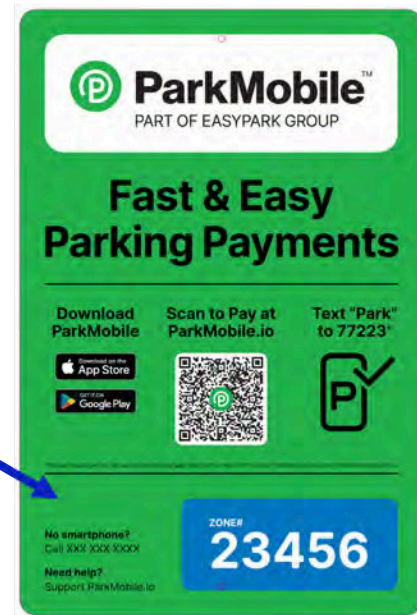
Below are the standard “best practices” we use to design signage with our standard green and 12×18; however, we can create different shapes and sizes to meet the needs of each client.

ParkMobile Standard Signage

12" x 18" Aluminum sign

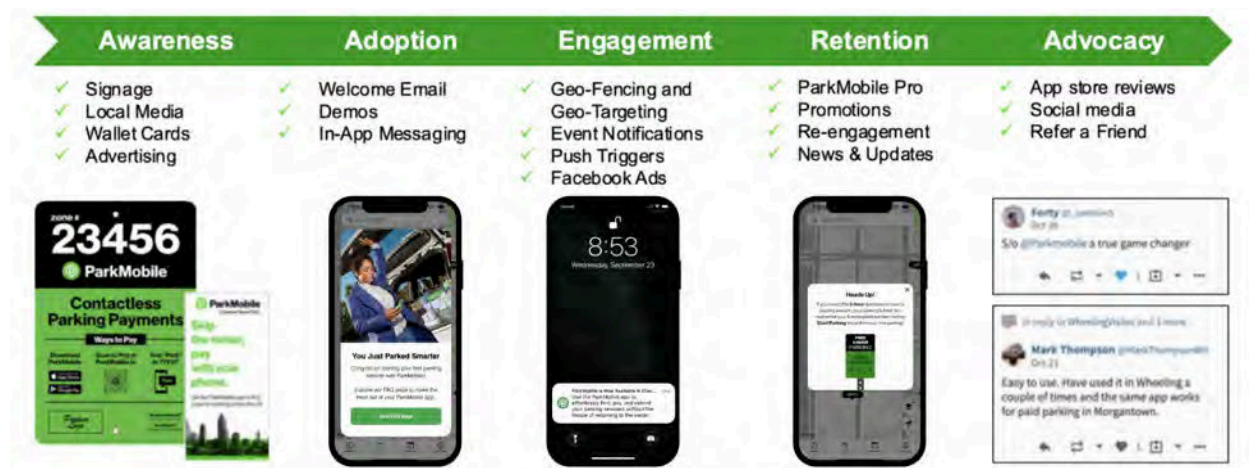
Your Logo Goes Here

Please provide us with a high quality version to avoid pixilation. EPS or Vector formats are ideal.



Over the past 16 years, ParkMobile has launched in over 500 cities. Through that experience, we have learned the key marketing strategies, tactics, and best practices for introducing a mobile parking app in a new market and continually increasing the app utilization post-launch. We even wrote an e-book on the subject that [you can download here](#).

When ParkMobile develops a marketing program for a new launch, one size does NOT fit all. To ensure the program's continued success, ParkMobile will work closely with your staff to develop the right program. ParkMobile builds our marketing programs to focus on five key areas, outlined in the diagram and sections below.



1. Awareness

When launching a new or updated mobile parking app in a market, it is critical to get the word out. The ParkMobile team deploys various tactics to ensure people in the market know about the app. Awareness tactics may include local advertising on TV and radio, press outreach, targeted social media ads, street teams, and more. We will use email, in-app messages, and push notifications to activate existing



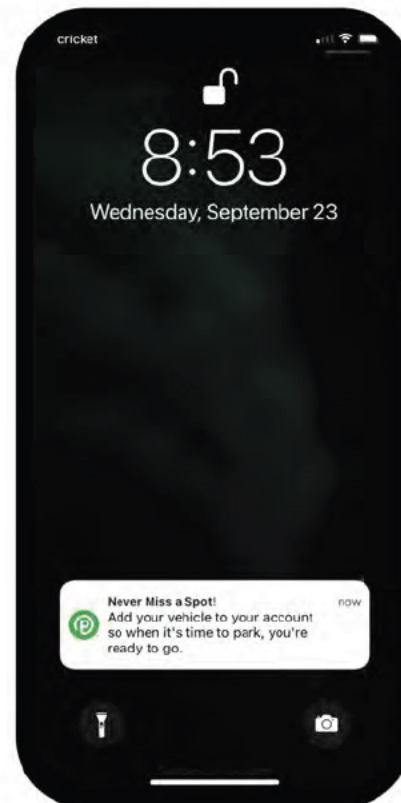
ParkMobile
 Search, Find, Pay, & Reserve Parking



You've taken the first step toward smarter parking by downloading the ParkMobile app, now it's time to finish setting up your account by adding your vehicle. It's quick, it's easy, and it's the key to stress-free parking.

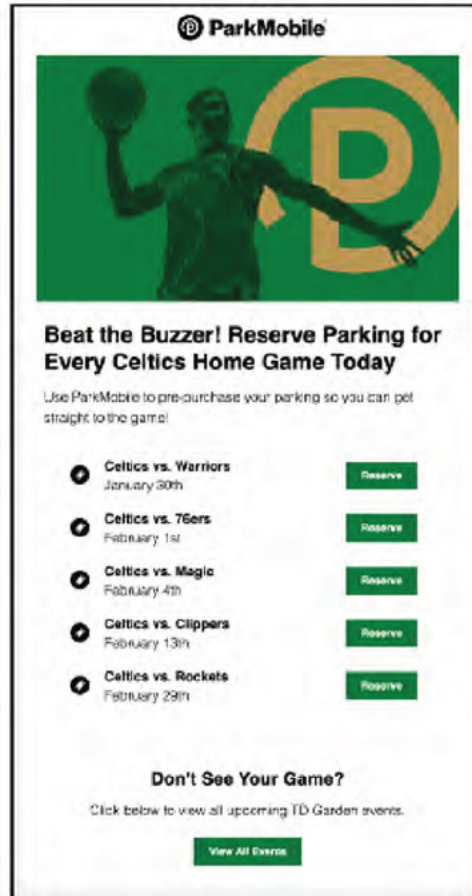
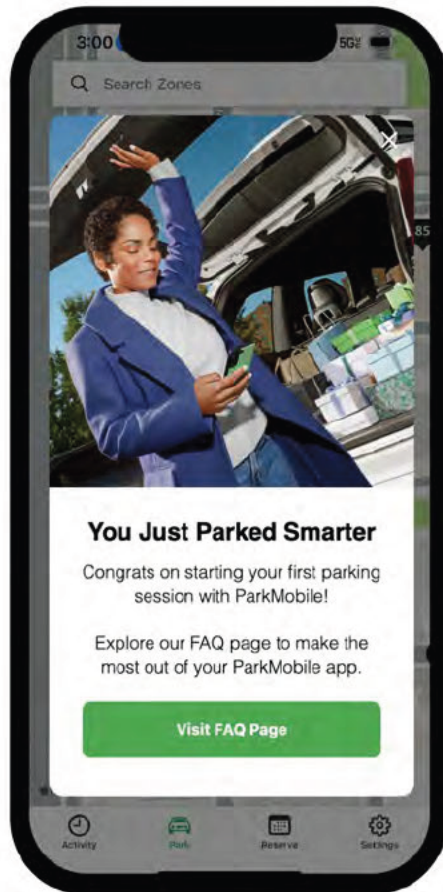
Add Your Ride

We're here to help! Click below to visit our support center and browse our FAQs.

[Contact Us](#)

3. Engagement

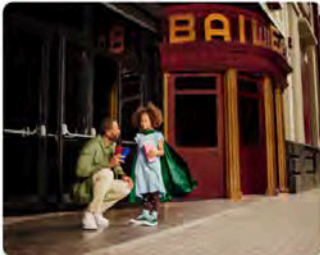
Once people are using the app, we engage them on an ongoing basis with emails, in-app messages, and push notifications. The goal is to keep them engaged with ParkMobile even when they are not actively parking. In addition to the app-based engagement, we retarget users on Facebook and other social platforms to serve up tactical messages and stay top-of-mind.



4. Retention

ParkMobile strives to keep users engaged with the app for the long term. We consistently communicate news and updates to members through email, social media posts, and other tactics. ParkMobile also has a re-engagement program for lapsed users who haven't used the app in several months.

 **ParkMobile**
PART OF EASYPARK GROUP



Explore Atlanta.

Whether you're attending an event at Pullman Yards, shopping at Ponce City Market, or cheering on the Atlanta Hawks at State Farm Arena, ParkMobile is available all around the City of Atlanta.

Reserve in Advance
Secure parking before you head to an event or game.



Pullman Yards
Reserve Parking



State Farm Arena
Reserve Parking

Park On-the-Go
Skip the kiosk. Manage your parking session right from your phone.



Ponce City Market
Zone 222



Westside Provisions
Zone 225

More Places to Park

Looking for more spots to find easy, convenient parking in Atlanta? Check out our blog so you can be prepared for the next time you're in the city.

[Read More](#)

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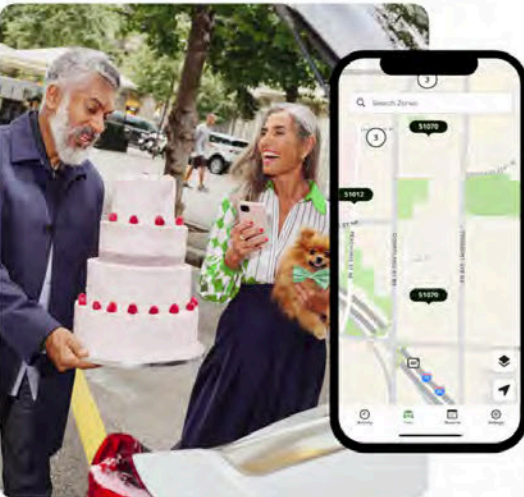
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Tell us what you think.

Thanks for parking with us yesterday! We'd love to hear about your experience with a quick survey.

[Start Survey](#)

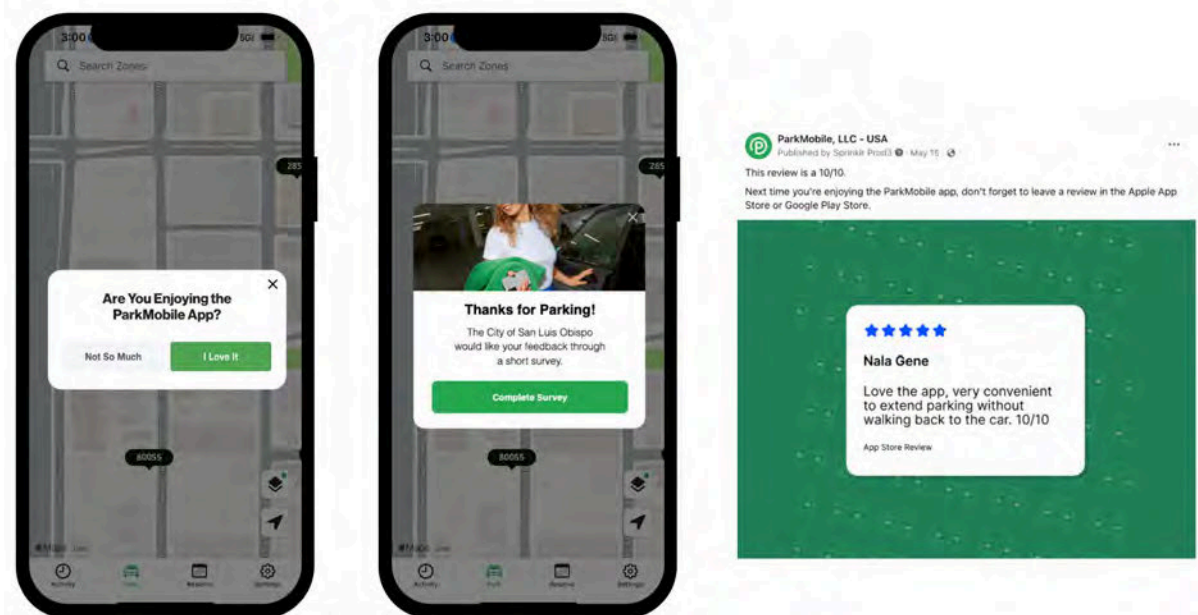


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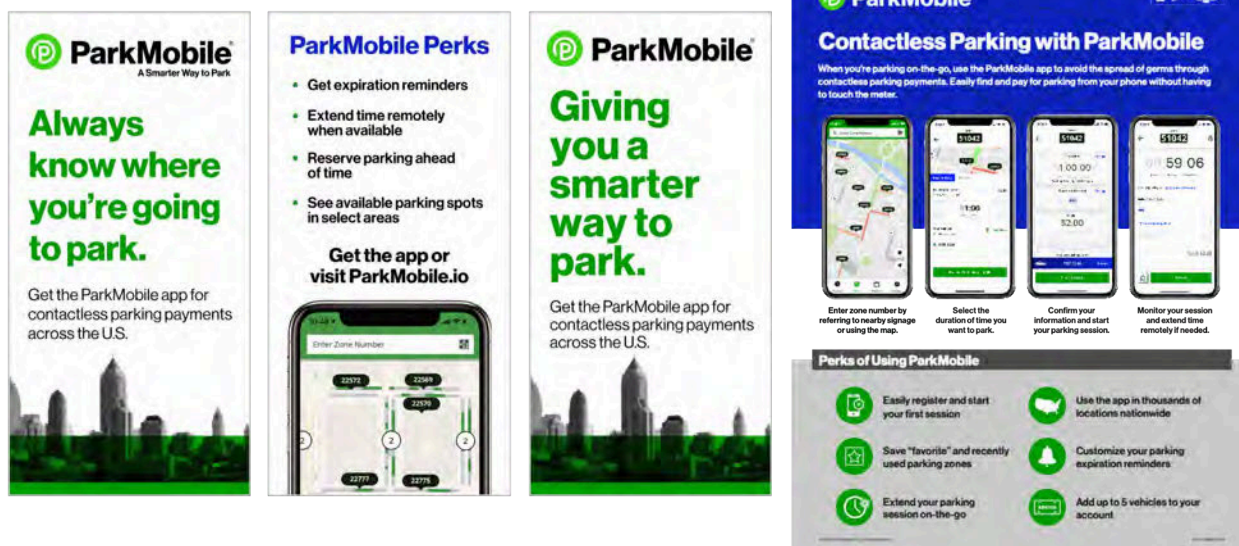
5. Advocacy

For loyal power users, ParkMobile urges them to become “ambassadors” for the ParkMobile brand through social media and app store reviews.



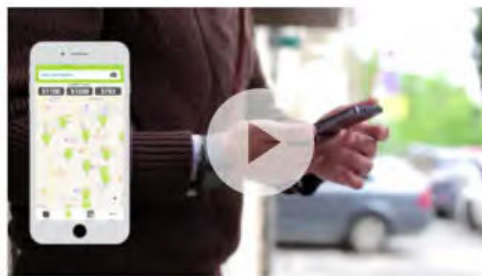
Instructional Documents and Website Content

ParkMobile can provide clients with helpful one-pagers and wallet cards, as well as content to embed in their website, email, and social media channels.



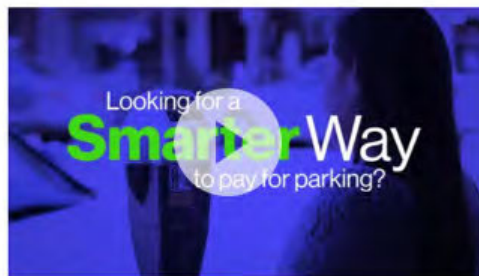
Customized Video Content

ParkMobile has an extensive video library of demos and tutorials that can be embedded on a client's website and used in other digital channels. We can also produce any custom video asset to support the program. You can see our full video library here: <https://vimeo.com/parkmobile>.



Using ParkMobile for On/Off-street Parking an...

 ParkMobile

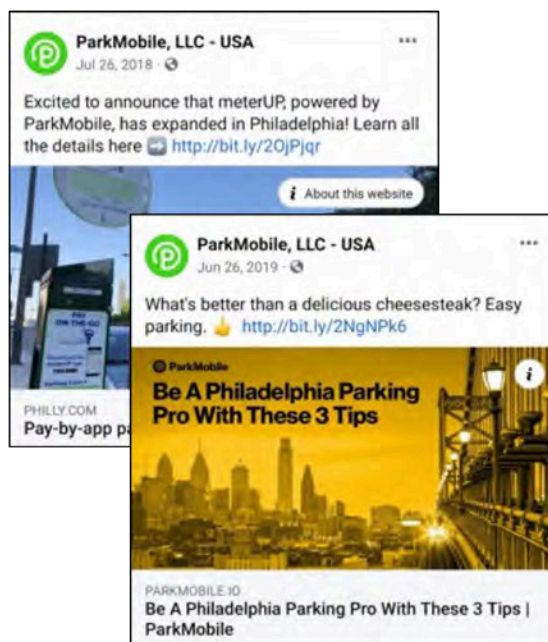
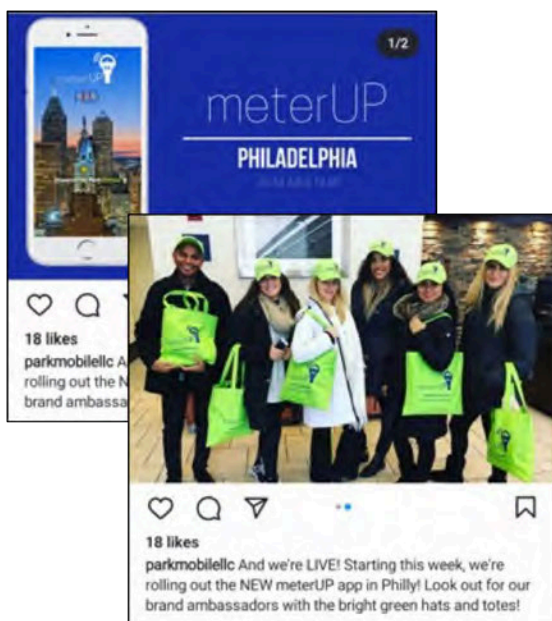


How to Use ParkMobile

 ParkMobile

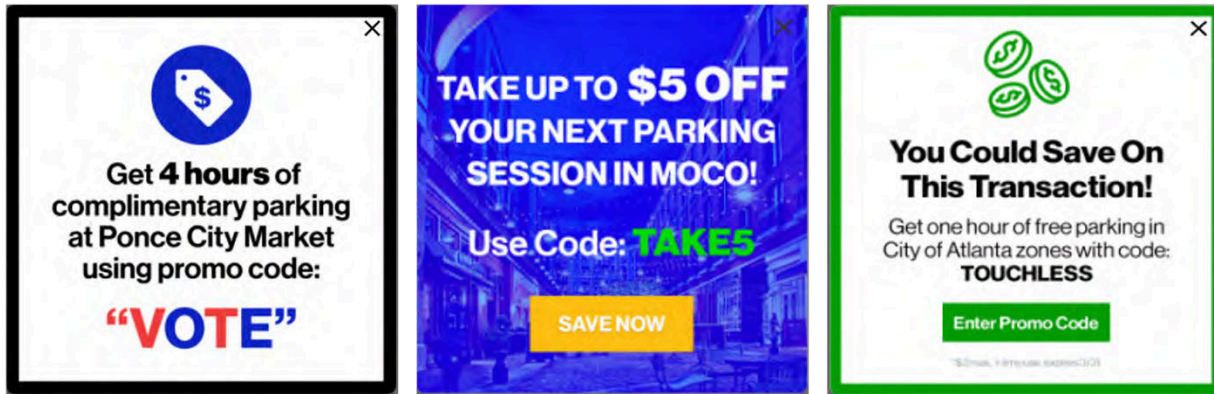
Social Media

ParkMobile has a very strong social media presence, with over 31,700 followers on Twitter, 34,500 followers on Facebook, 5,300 on LinkedIn, and 1,650 followers on Instagram. We will leverage this industry-leading social network to raise awareness for ParkMobile's products and services across the area. We will also engage with local influencers to post about ParkMobile on their social channels.



Special Events and Promotions

ParkMobile can set up special promotions for parking around the municipality. For example, clients can offer "\$1 off", "free parking," or other incentives. The ParkMobile marketing team will work with staff to design and execute a custom promotion.



Branded Swag Kits

We provide our clients with swag kits that include branded items like hats, shirts, water bottles, lip balm, koozies, and more. These items can be distributed at the client parking office or at other events to help raise awareness of the parking program. We also use these items when we deploy street teams as an incentive to download the app.





ParkMobile™

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RFP 24-S835 - Parking Meters, Software, Systems and Related Products and Services

Section 4 – References and Experience

July 18, 2024

Madison Huemmer
Regional Sales Manager
Madison.Huemmer@ParkMobile.io
(619) 707-1264

C. References and Experience

1. Provide a brief history of the supplier, including year it was established and corporate office location.

ParkMobile, LLC (ParkMobile) began our US operations in 2008. ParkMobile's headquarters are in Atlanta, Georgia, where we will service OMNIA entities.

Our entire team works to deliver the very best mobile parking platform at a reasonable cost to our clients and users. Currently, we have over 200 employees, with nearly 50% of our staff members dedicated to product, technology development, and industry integrations, with the other team members supporting our clients and customers. Our Sales, Implementation, Marketing, and Account Managers are dedicated to the success of our clients' programs.



ParkMobile was acquired by EasyPark Group in June 2021. EasyPark Group is backed by private equity firms Verdane Capital and Vitruvian Partners and currently operates in 4,000 cities across 20 countries throughout Europe, Australia, and, now, North America through ParkMobile.

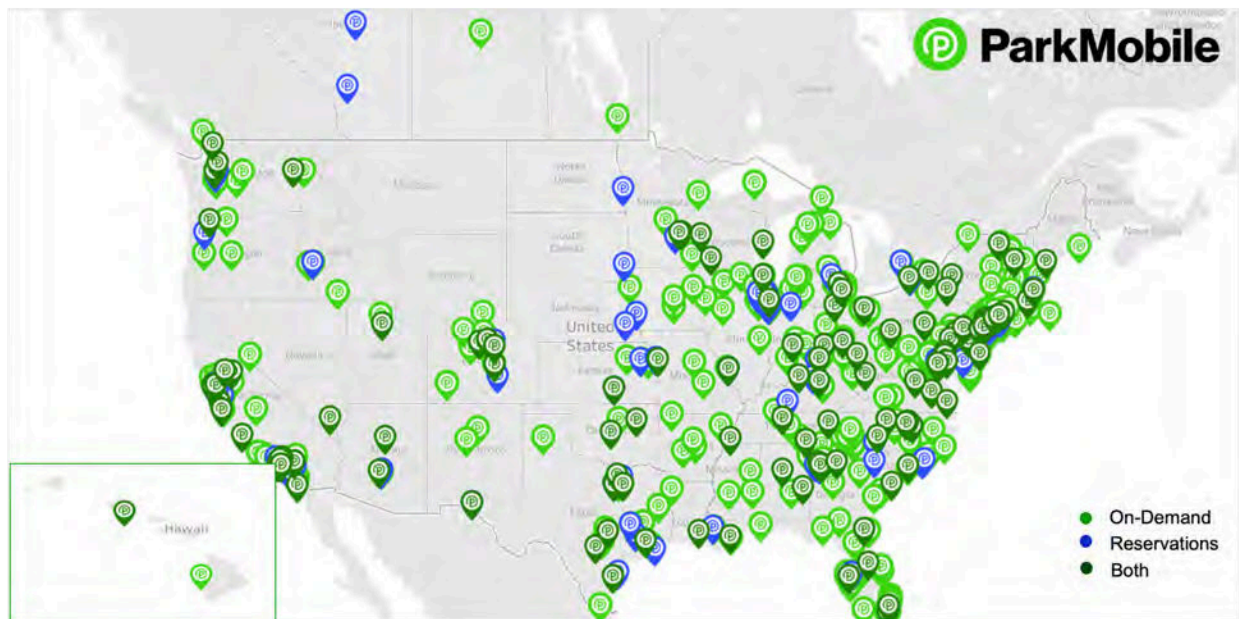
2. Describe supplier's reputation in the marketplace.

Since our initial launch in 2008, ParkMobile has become the industry leader in mobile parking solutions. We provide efficient and cost-effective products and services to municipalities, event venues, private operators, college campuses, transit authorities, airports, retail locations, and more. Our solutions allow people to pay for parking on their mobile devices or reserve a parking space in advance. We are deployed in 8 of the top 10 U.S. cities with 65+ million users.



ParkMobile's Network is the Largest in the US

More cities, campuses, venues, airports, and parking operators choose ParkMobile over any other mobile payment parking platform in the US. The ParkMobile user base of 65+ million drivers refers to North American customers only and offers exponentially more value to Omnia entities, not only in driving adoption but also in reducing friction in the payment process by allowing people to use the mobile app they are most accustomed to.

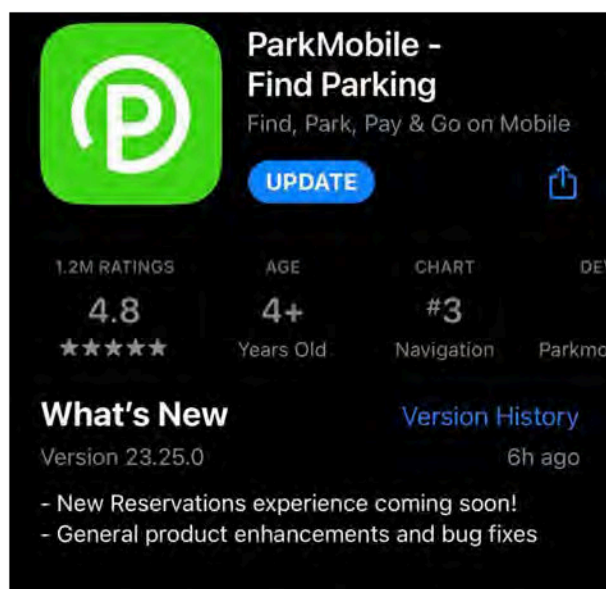


ParkMobile has been honored with numerous awards in recent years. We have been recognized as one of the Best Workplaces in Atlanta for the past five years, showcasing our commitment to providing a positive and fulfilling work environment. Additionally, the ParkMobile Insights program in Chattanooga, TN has garnered accolades for its innovative contributions. Notably, it received the 2023 Smart 50 Award from Smart Cities Connect, emphasizing its impact in driving smart city initiatives. The program also received the esteemed Gold Stevie Award in the 21st Annual American Business Awards, underscoring the program and ParkMobile Insight's excellence and innovation in the industry.



3. Describe supplier's reputation of products and services in the marketplace.

While many industry providers describe themselves as the "#1" or "leading" parking solution, ParkMobile's position in the market speaks for itself. In the iOS app store, **ParkMobile is the #1 ranked parking app** in the United States and the **#3 ranked Navigation app** (behind only Google Maps and Waze).

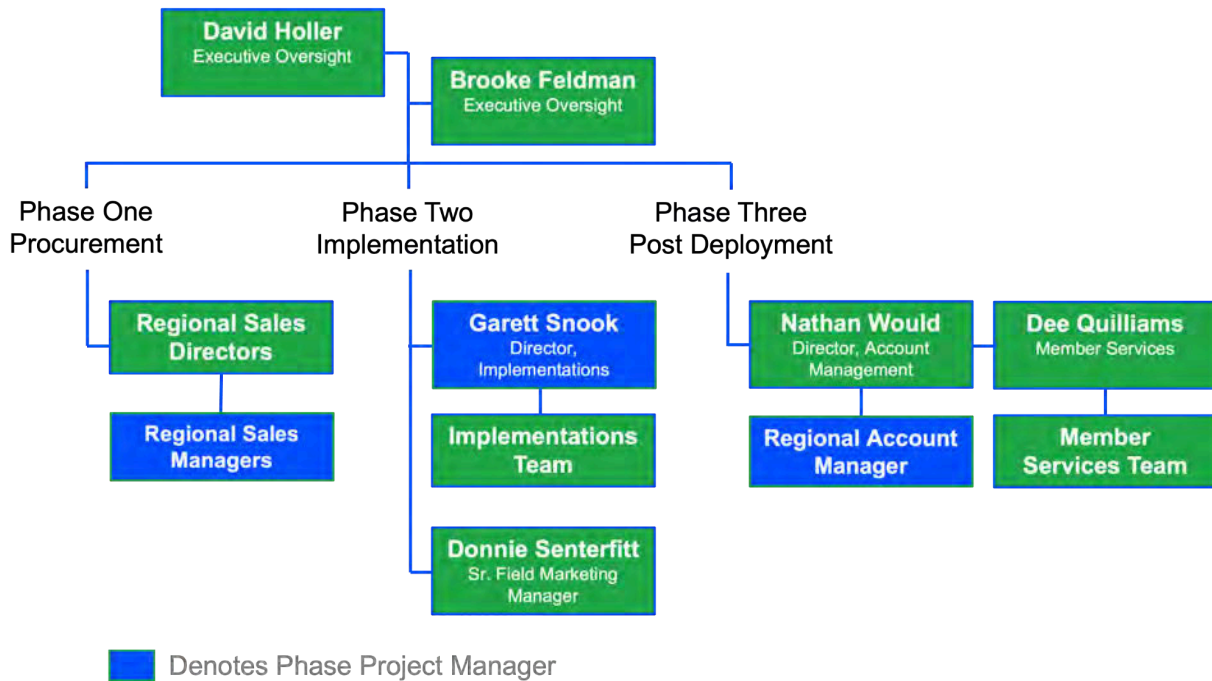


ParkMobile takes great pride in maintaining a minimum average Customer Satisfaction score of 90% for all interactions with our Customer Care team. Our impressive Net Promoter Score of 57, considered "excellent," demonstrates that ParkMobile's dedication to providing exceptional customer support is unparalleled in the industry, and we are honored to receive such strong recognition for our efforts. For context, some of the top brands in the world have NPS scores that are lower than ours, such as:

- Apple: 47
- Google: 11
- Toyota: 33
- Amazon: 25
- Microsoft: 33
- **ParkMobile: 57**

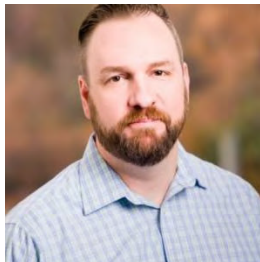
4. Describe the experience and qualifications of key employees.

ParkMobile has the industry's most experienced team of experts in parking, payment, and technology. We have worked with hundreds of cities, universities, airports, and more to deploy mobile payment for parking; as such, our team is well-versed in every aspect of highly complex parking projects. Our project team for OMNIA includes executive oversight by Dave Holler and Brooke Feldman, who have over a combined 30 years of experience leading public sector initiatives, especially in the parking industry.



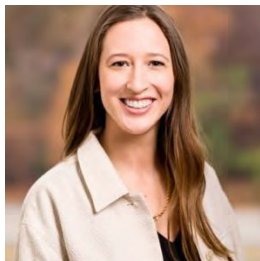
ParkMobile is proud to put together this project team that will yield a successful result for OMNIA members. Below is the project team working with OMNIA entities to ensure continued success and the seamless launch of any new deployments.

David Holler (Executive Oversight), Vice President of Sales



Dave leads ParkMobile's Regional Sales Team responsible for municipal and campus markets. He and his team work directly with ParkMobile's public and private sector partners to deliver our best-in-breed mobility solutions. Dave has worked in the parking and mobility industry for 15 years, focusing on helping municipal clients utilize technology to help solve their parking problems. Dave is based in NY and will be available either onsite or virtually for shortlist presentations, contract negotiations, and ongoing client meetings.

Brooke Feldman (Executive Oversight), Vice President of Account Management



Brooke joined ParkMobile in 2015 and leads the Account Management team responsible for helping ParkMobile's clients optimize their mobile payment programs. Brooke works with ParkMobile's most complex and forward-thinking clients to enhance and grow their mobile payment programs. Prior to ParkMobile, Brooke worked in project management for the U.S. Department of Housing and Urban Development. She received her BA and MPA from the University of Georgia and resides in Atlanta. Brooke and the Account Management team will be actively engaged with the client throughout the contract's life.

Garett Snook, Director of Implementations



Garett Snook has been directly involved or has overseen every ParkMobile launch since 2010. Garett directs ParkMobile's deployments across North America from his remote office in Michigan. Garret and his team will ensure each program and transition has a successful launch. Garett has been with ParkMobile for over ten years and has extensive experience managing large municipal deployments. Garett will devote as much time as OMNIA entities require, including on-site coordination, to support deployment efforts.

Rebecca Groth, Regional Sales Director - Western US and Canada



Rebecca will lead the sales effort for OMNIA entities in the Western US. She leads a team of three Regional Sales Managers managing sales opportunities in their territories.

Rebecca has over 15 years of sales-related experience, the last 7 in the parking industry. She focuses on helping clients utilize technology to streamline their parking operations and specializes in mobile payments, citation management systems, and LPR. Rebecca is based in Denver and will be available either onsite or virtually for shortlist presentations, contract negotiations and ongoing client meetings.

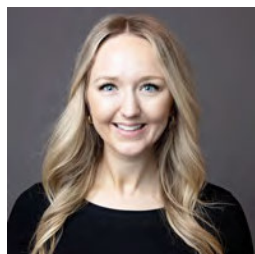
Ron Ross, Regional Sales Director - Northeast and Midwest US



Ron will lead the sales effort for OMNIA entities in Northeastern and Midwestern US states. He leads a team of four who manage the sales opportunities in their respective regions.

Ron is a CPP with 15+ years of experience in parking operations. He managed parking at Northeastern University and Newton Wellesley Hospital and was the former Director of Parking for the Massachusetts Bay Transportation Authority. Ron oversaw 102 facilities, 50,000 parking spaces, and \$50M+ in annual revenues. He implemented large-scale upgrades, including license plate recognition and pay-by-cell systems. Ron holds a Master's in Management from Cambridge College and a B.S. from Suffolk University.

Brooke Bustle, Regional Sales Director - US South and Central



Brooke will lead the sales effort for OMNIA entities in Central and Southern US. She leads a team of four Regional Sales Managers who manage sales opportunities in their regions or states.

Before her time in the parking industry, Brooke led the fundraising efforts for the long-standing economic and tax policy think tank Florida TaxWatch. She obtained her Master of Public Administration from Florida State University, where she completed her thesis on managing government assets by comparing privately owned, city-owned, and board authority management policies.

Donnie Senterfitt, Senior Field Marketing Manager



Donnie has over 15 years of marketing experience in both professional services and technology companies. At ParkMobile, Donnie works with clients to implement the marketing plans described in this proposal. Using our launch marketing plan, ParkMobile has seen the highest adoption of mobile payments for parking. Donnie will work with OMNIA entities to promote awareness of the payment methods available and promote adoption of the mobile payment program, ensuring continued growth and success. Donnie will be available onsite or virtually for meetings during implementation and in preparation for marketing deployment.

Dee Quilliams, Senior Director, Member Services



Dee Quilliams joined the ParkMobile team in 2010 and remotely leads the Member Services team in Alabama. Dee's team is responsible for addressing ParkMobile users' daily inquiries and ensuring high customer satisfaction.

Madison Huemmer, Regional Sales Manager



Madison Huemmer joined the ParkMobile team in 2023 and leads expansion efforts in the SouthWest. Her background is in cooperative procurement across security, IT, and parking technology contracts. Madison utilizes her cooperative procurement experience to work directly with OMNIA Partners and ParkMobile staff to ensure training and compliance are achieved.

5. Describe supplier's experience working with the government sector.

Municipalities, universities, and other government sectors are faced with continuous demands from consumers looking for increased convenience from contactless payment options on top of the challenges that arise from the increasing amounts of vehicles on the road. While we understand that creating a more livable community means creating a pedestrian-friendly environment, we also know that it is not possible to eliminate or even reduce the number of vehicles driving in a city overnight, and that is where the importance of data-driven policy decisions comes in.

ParkMobile's proposed solution to OMNIA includes our equitable and user-friendly mobile parking payment solution and our robust management and analytics solution. Our ParkMobile 360 Self-Administration and Reporting Portal allows the client to change its parking program 24/7 on demand. The powerful analytics capabilities provide the data needed to make informed decisions that will immediately impact the street. For an even deeper insight into the on-street ecosystem, we have included our ParkMobile Insights platform as a value-added service for large municipalities.

As highlighted throughout this proposal, ParkMobile has extensive experience working with the government sector, particularly municipalities, higher education establishments (universities, colleges,

etc.), and airports. Over 90% of our business revenue is generated from the government sector. ParkMobile has an active presence in 47 of the top 100 cities (based on population), with deployments in over 500 municipalities across North America. ParkMobile takes a regional approach to our governmental sector sales because we understand that client needs can vary greatly from one region to the next. This is why we have dedicated regional sales support across the US who can provide a more personalized experience for clients to ensure that their needs are heard and the most effective solutions are deployed in their cities.

Below is a list of our largest municipal clients in the United States:

Large Municipal Clients Nationwide	
• Washington DC – 36,000+ spaces • Philadelphia, PA – 32,000+ spaces • Miami Beach, FL – 30,000+ spaces • Houston, TX – 28,000+ spaces • Columbus, OH – 23,000+ spaces • Fort Worth, TX – 17,000+ spaces • Tempe, AZ – 16,000+ spaces • Oakland, CA – 15,000+ spaces • Sacramento, CA – 13,500+ spaces • St. Louis, MO – 13,000+ spaces	• Arlington, VA – 11,500+ spaces • Tampa, FL – 10,500+ spaces • Milwaukee, WI – 10,500+ spaces • Boston, MA – 7,200+ spaces • Hoboken, NJ – 7,000+ spaces • New Orleans, LA – 4,800+ spaces • Dallas, TX – 4,600+ spaces • Atlanta, GA – 2,500+ spaces • Phoenix, AZ – 2,100+ spaces • Los Angeles DOT - 1,750+ spaces

ParkMobile also has a robust presence on higher education campuses in North America. Over 160 universities and colleges have chosen ParkMobile as their mobile parking payment and/or event parking reservation provider. Below is a sample of the active ParkMobile University deployments across the US. Clients inside the blue box have been deployed most recently:



ParkMobile's airport presence includes over 20 international and regional airports across North America. It provides prepaid long-term parking reservations and short-term parking payments to public and private airport operations. ParkMobile's partnership with the rewards program "Thanks Again" provides a value-added feature for airport customers, offering rewards every time they use ParkMobile for parking. Signing up for the program is completely free and as users pay for their parking, they instantly accumulate points that can be redeemed at a diverse range of participating merchants.

6. Describe any social diversity initiatives.

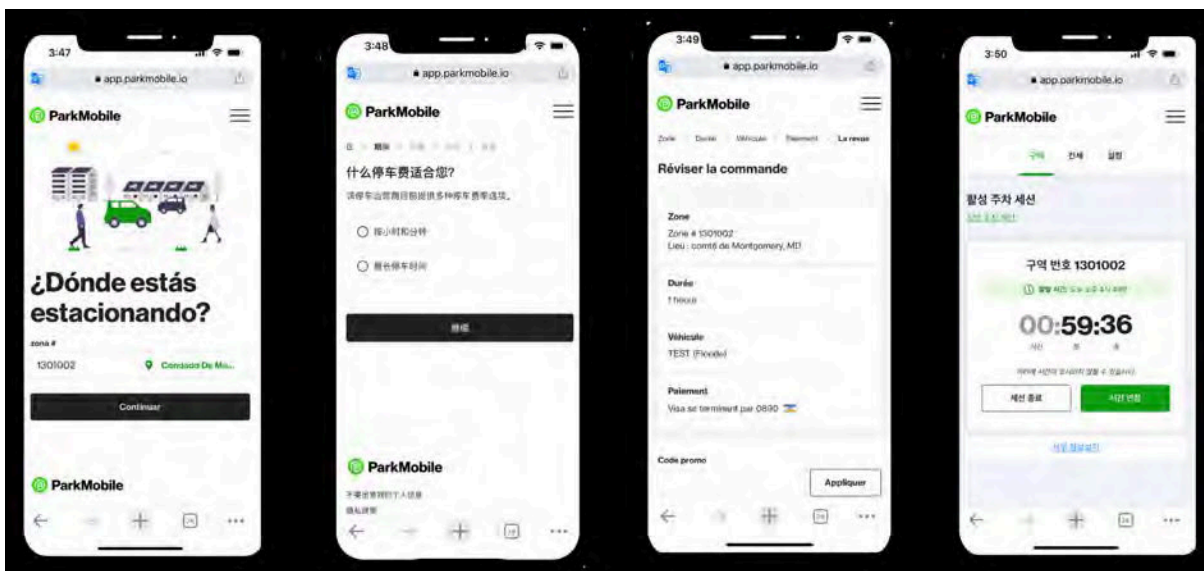
At ParkMobile, we are committed to fostering a diverse and inclusive environment. Our social diversity initiatives aim to make our software accessible to all and provide equal opportunities for everyone. Here are some key aspects of our diversity initiatives:

1. Accessibility: ParkMobile understands the importance of Equity and Inclusion and has made it our mission to make our services accessible to all. With equity in mind, ParkMobile always strives to provide options for people with disabilities, customers without a smartphone, unbanked and underbanked populations.

In the last several years, we have partnered with Deque (deque.com), an industry-leading software accessibility consultant, to audit our consumer experiences. Based on the outcome of that audit, we have made improvements to our web and native consumer applications in compliance with Section 508 accessibility requirements as we work toward WCAG 2.1 AA compliance. These include ensuring app colors are accessible for color-blind users and an audio screen reader for visually impaired users. We can also provide Voluntary Product Accessibility Templates (VPATs) for our consumer experiences on request.

2. Bilingual Customer Support: We offer bilingual (English and Spanish) customer support to ensure that users can receive assistance in their preferred language. This commitment to multilingual support enhances accessibility and inclusivity for all our customers.

3. Automatic Language Translation: The ParkMobile app is currently available in English and Spanish, with additional language support on the roadmap. Additionally, the ParkMobile web experience is available in hundreds of languages, ensuring that users have equitable access to digital, contactless parking payments in their native language via ParkMobile. This feature is designed to further remove language barriers and provide a seamless experience for all users.



4. Equal Opportunity Employer: ParkMobile is an equal opportunity employer, and we are dedicated to building a diverse workforce. We promote an inclusive workplace culture that values and respects all individuals' unique perspectives and contributions.

5. Inclusive Policies: We have implemented inclusive policies and practices to create a welcoming and

supportive environment for employees from diverse backgrounds. Our focus on inclusion extends to recruitment, professional development, and career advancement opportunities.

6. Community Engagement: We actively engage with diverse communities and seek input from a wide range of stakeholders to ensure that our products and services meet the needs of varied user groups.

Our commitment to diversity and inclusion is an integral part of our corporate culture, and we continuously strive to expand and enhance our initiatives in this area. By embracing diversity, we aim to create better experiences for all our stakeholders and contribute to a more inclusive society.

7. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

In 2021, ParkMobile was acquired by EasyPark Group, the leading provider of mobile parking payments in Europe. EasyPark Group is in the process of acquiring another parking and mobility provider. However, this will not affect ParkMobile's operations or ability to provide the proposed services. ParkMobile is not involved in any lawsuits that will prevent us from carrying out the services required in this RFP, however, ParkMobile is the defendant in a civil action lawsuit filed in the United States District Court for the Northern District of Georgia (1:21-cv-02182-SCJ). We do not have any additional litigation, bankruptcies, or state investigations of the entity or current officers and directors to report.

8. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

ParkMobile is proud to provide the following references for OMNIA's consideration. Additional references are available upon request.

1. District Department of Transportation (DDOT) - ParkMobile Client Since 2010

250 M Street SE, Washington, DC 20003

Contact Name:

Haley Peckett, Associate Director

Phone Number:

202-671-2365

Email:

haley.peckett@dc.gov



Background:

Parkmobile began mobile payment operations in the District of Columbia as a pilot in 2010 in direct competition with another mobile payment company. Together, the District Department of Transportation and Parkmobile have developed and deployed the most successful mobile payment program in the world today.

We collect nearly 80% of all on-street meter revenue in the District and were the first mobile payment company to market with dynamic pricing in designated areas of DC (including around the Washington Nationals Ballpark) and state of the industry analytics that have been used in industry periodicals. Parkmobile's operations in Washington, DC underscore our commitment to our municipal partners and our ability to modify our operations based on the needs and feedback of our partners.

2. Philadelphia Parking Authority - ParkMobile Client Since 2017

701 Market Street, Suite 5400, Philadelphia, PA 19128

Contact Name:

Brendon Crowther, Project Manager, On-Street Division

Phone Number:

215-683-9790

Email:

bcrowther@philapark.org



Background:

ParkMobile partnered with the Philadelphia Parking Authority (PPA) to launch the MeterUP white label application in late 2017, replacing another mobile payment vendor's incumbent mobile payment app. ParkMobile generated more transactions on the first day of deployment than the incumbent provider had in any single month previously, showcasing ParkMobile's strength in marketing the mobile pay program, and user-friendly app experience.

The program has been extremely successful, reaching 70% mobile payment adoption and surpassing [REDACTED] meterUP app downloads. Today, ParkMobile is deployed in over [REDACTED] spaces across Philadelphia.

3. City of Boston, MA - ParkMobile Client Since 2022

1 City Hall Square, Boston, MA 02201

Contact Name:

Paul Crimmins, Contract Manager

Phone Number:

(617) 635-3670

Email:

Paul.Crimmins@boston.gov

CITY of BOSTON

Background:

The City of Boston chose ParkMobile to replace its incumbent vendor after a competitive procurement process in 2022.

Our new Park Boston white label app went live in Boston in August 2022 in [REDACTED] spaces citywide and has already amassed over [REDACTED] transactions and more than [REDACTED] users. ParkMobile worked with the City of Boston to create a customized marketing program consisting of custom signs and decals, billboards, city bus advertisements, and more.

4. City of Columbus, OH - ParkMobile Client Since 2018

2700 Impound Lot Road, Columbus, OH 43207

Contact Name:

Amanda Ford

Phone Number:

(614) 645-6460

Email:

aaford@columbus.gov



Background:

ParkMobile began our partnership with the City of Columbus in 2018 after being selected in a competitive RFP process that included all major mobile payment vendors.

The City of Columbus has a staggering 89% ParkMobile adoption rate, and ParkMobile is active in over [REDACTED] spaces citywide. The initial pilot launch in the City's Short North District earned the City of Columbus the National Parking Association's Innovative Organization of the Year award and has received accolades from parking industry thought leaders such as Donald Shoup.

5. City of Fort Worth, TX - ParkMobile Client Since 2016

1000 Throckmorton St Fort, Fort Worth, TX 76102

Contact Name:

Peter Elliott, Parking Manager

Phone Number:

(817) 392-7977

Email:

peter.elliott@fortworthtexas.gov



Background:

ParkMobile won this mobile payment contract through a competitive RFP process in 2016. We created a customized FW Park app for all on-street metered spaces. In 2022, ParkMobile launched the capability to reserve parking for events at the Fort Worth Convention Center, National Cowgirl Museum, Arts Fort Worth, Museum of Science and History, and Will Rogers Memorial Center. Today, ParkMobile is in over [REDACTED] spaces citywide and has exceeded a [REDACTED] adoption rate.

6. City of Tampa, FL - ParkMobile Client Since 2013

107 N Franklin St, Tampa, FL 33602

Contact Name:

Fednet Revolte, Parking Operations Chief

Phone Number:

813-274-8482

Email:

fed.revolte@tampagov.net



Background:

ParkMobile began our partnership with the City of Tampa in 2013, and our mobile parking payment system is available in over [REDACTED] spaces citywide. The city averages over [REDACTED] ParkMobile transactions per month, with more than [REDACTED] lifetime users.

7. City of Des Moines, IA (Park DSM) - ParkMobile Client Since 2021

400 Robert D. Ray Drive, Des Moines, IA 50309

Contact Name:

Brett Davis, City Engineer

Phone Number:

(515) 283-4549

Email:

jadavis@dmgov.org



Background:

The City of Des Moines chose ParkMobile to replace its incumbent vendor after a competitive procurement process in 2021.

Our new ParkDSM white-label app went live in April 2022 and has already achieved a mobile adoption rate of 66%, with over [REDACTED] transactions and more than [REDACTED] users. ParkMobile is active in over [REDACTED] spaces citywide.

8. University of Georgia

Herty Dr, Athens, GA 30602

Contact Name:

Todd Berven, Director of Transportation

Phone Number:

(706) 542-7303

Email:

todd.berven@uga.edu



Background:

ParkMobile began our partnership with the University of Georgia in early 2020 for on-demand mobile parking payments. ParkMobile is currently active in over [REDACTED] spaces campus-wide. In September 2020, UGA launched ParkMobile reservations for Georgia Bulldogs football games. The University has seen over [REDACTED] ParkMobile reservations in the last 12 months. UGA can see upwards of [REDACTED] monthly transactions for on-demand parking when school is in session and the University already has seen over [REDACTED] lifetime users and [REDACTED] lifetime on-demand transactions.

Note: The financial data of all references is confidential.

9. Provide any additional information relevant to this section.

While the above-provided references are strong testaments to our mobile parking payment solution, we have provided the Chattanooga Area Regional Transportation Authority (CARTA) as an additional reference for our value-added service, ParkMobile Insights, below. Our ParkMobile Insights program in Chattanooga has won several industry awards and is reshaping the future of parking data in North America.

City of Chattanooga, TN (CARTA) - ParkMobile Client Since 2011

1617 Wilcox Blvd, Chattanooga, TN 37406

Contact Name:

Brent Matthews, Director

Phone Number:

(423) 629-1411 x 112

Email:

brentmatthews@gocarta.org



Background:

ParkMobile has been working with the City of Chattanooga since 2011. Currently, half of all parking payments in Chattanooga are processed through ParkMobile. The city was an early adopter of our ParkMobile Insights solution, which has helped them streamline their parking operations by providing a digitalized view of their ecosystem.

The City of Chattanooga's successful pilot period with our ParkMobile Insights solution was a game-changer. With our dashboard, they now have a detailed view of parking inventory down to a block-by-block basis, eliminating the need to rely on Google Street View. Our project with CARTA in the City of Chattanooga earned us recognition as a 2023 Smart 50 Award recipient from Smart Cities Connect, celebrating global projects that use data to enhance the quality of life.



ParkMobile™

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RFP 24-S835 - Parking Meters, Software, Systems and Related Products and Services

Section 5 – Value Added Products and Services

July 18, 2024

Madison Huemmer
Regional Sales Manager
Madison.Huemmer@ParkMobile.io
(619) 707-1264

D. Value Added Products/Services

1. Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.

ParkMobile is constantly researching ways to innovate the industry and working with our ownership partner, EasyPark Group, to unify a single global platform. This global platform will bring several enhancements to the ParkMobile system that are already live across Europe. We are proposing two of the biggest enhancements to OMNIA Partners that have been helping cities across Europe more efficiently manage their parking operations while improving the customer experience. We are proposing the following solutions as value added services to OMNIA participating entities:

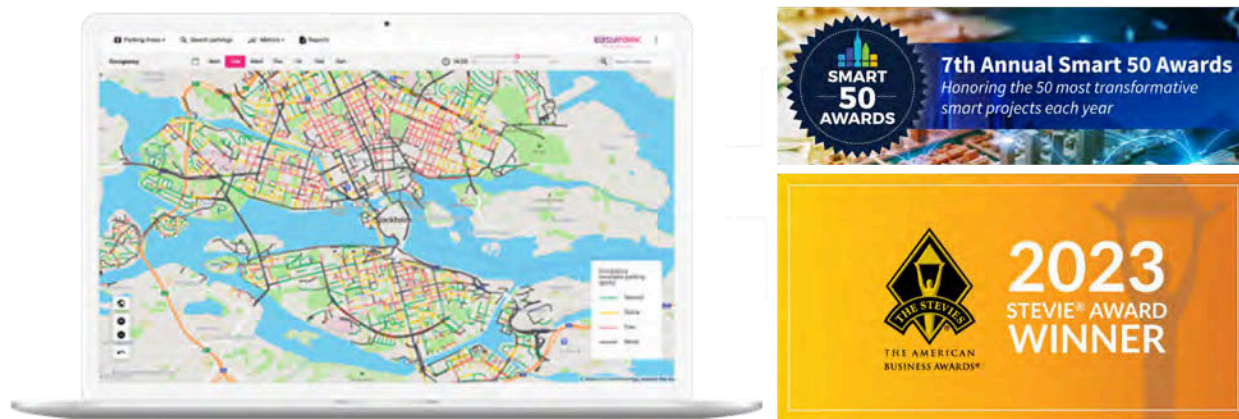
- **ParkMobile Insights**
ParkMobile Insights is the digitalization of a city's parking ecosystem. It involves collecting details on the current supply and demand of the current parking environment so that cities may develop more educated decisions regarding the future of their parking program.
- **Electric Vehicle (EV) Charging Payments**
Our Electric Vehicle Charging Payments integration enables users to pay for parking and charging their electric vehicle within the ParkMobile user interface.

We have provided more detailed information about each of these solutions below.

ParkMobile Insights

ParkMobile and our parent company, EasyPark, have unparalleled experience optimizing the parking ecosystem. Our parking experts have developed a suite of offerings called ParkMobile Insights that assists cities in balancing parking supply and demand not by adding additional parking spots or reducing the number of cars but by digitizing the parking ecosystem. We have delivered Insights in over 40 European cities and have begun rolling out the service in the US in cities like Chattanooga, TN.

Our ParkMobile Insights program in Chattanooga has recently won several awards, including a 2023 Smart 50 Award from Smart Cities Connect and a Gold Stevie Award in the 21st Annual American Business Awards. We have included a reference for Chattanooga in our References section.



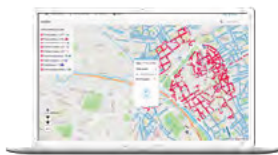
How cities can benefit from Parking Data:

- **Inclusivity:** Inclusive city planning ensures that drivers with disabilities and elderly citizens have

the necessary parking options to stay mobile and participate in city life.

- **Reduced Traffic Congestion:** Effective management of parking areas through pricing strategies has been shown to reduce traffic, improve parking search times, and make more efficient use of public spaces.
- **Support Local Businesses:** Cities can optimize commercial areas and support local businesses by providing the required short-term parking, curbside rotation, and other schemes.
- **Improved City Planning:** Having a digital overview of parking spaces helps cities plan enforcement and zone expansions, which in turn improves the quality of life and allows for constant progress measurement.

ParkMobile Insights is a set of data-based offerings to help cities optimize their parking ecosystem. The service consists of 5 key components:



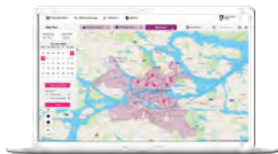
Parking Inventory

Determine the type and quantity of parking spaces in each zone.
Evaluate different street segments to determine applicable restrictions.



Parking Occupancy

Discover the most sought-after streets and areas, estimated parking search times, and the likelihood of finding an available space at any given time.



Operational Data



SmartHUB

Centralize all transaction data from all deployed parking technologies (mobile payments, parking meters, etc.).



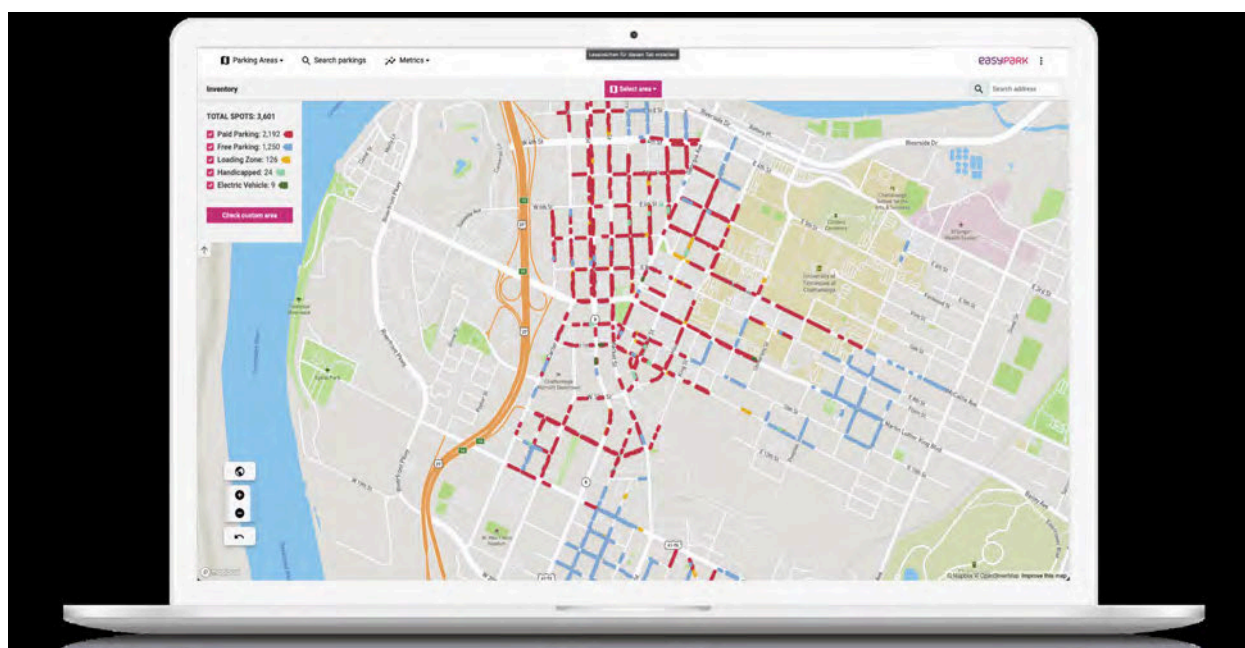
Advisory

We help cities analyze parking data to develop short, medium, and long-term strategies for optimizing the parking system.

Understanding Parking Supply: Parking Inventory

Managing parking spaces can present challenges, but the Insights platform offers a comprehensive solution by providing a full overview of the parking space inventory. This allows users to access information such as the total number of available parking spaces, as well as the regulations and limitations governing free and paid parking spaces. The platform has been devised to digitize parking regulations, eliminating the need to handle paper-based parking rules and restrictions. Additionally, special parking rules, including those for handicapped parking, have been incorporated to ensure equitable access to parking spaces for all individuals.

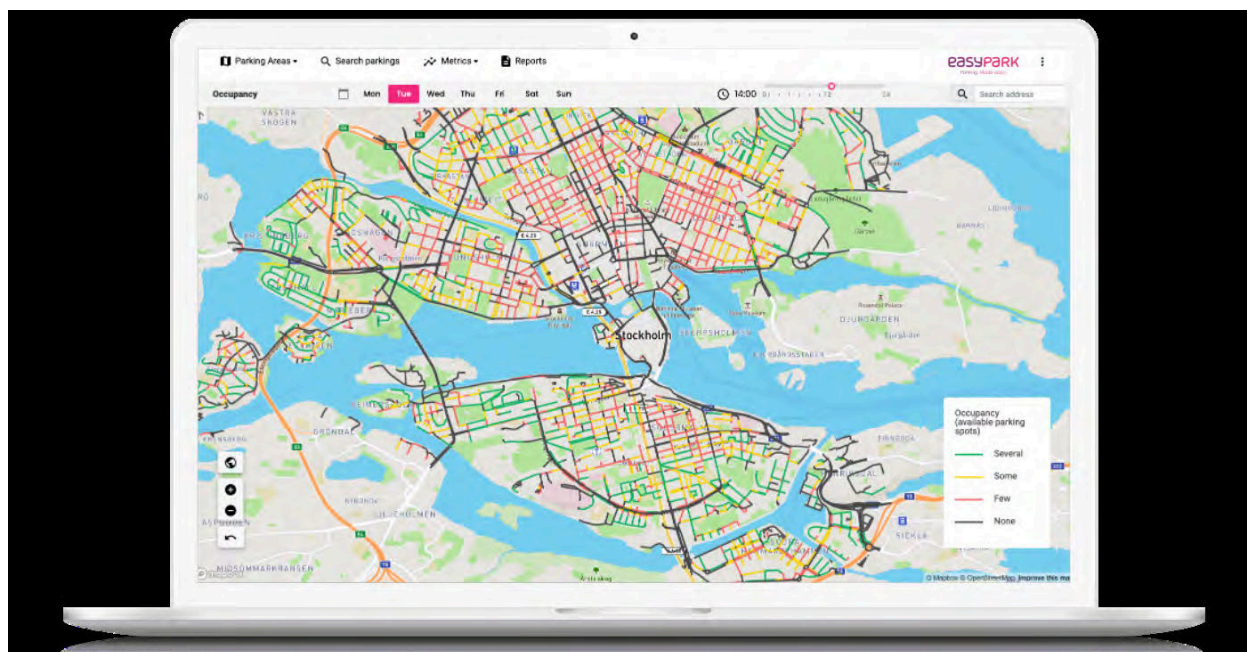
To ensure the provision of accurate information, our platform excludes non-parking areas such as driveways. Users can also review custom areas to ensure adherence to all parking rules. The platform can be easily accessed via a web browser, allowing convenient access and the management of parking space inventory from any location.



Understanding Parking Demand: Parking Occupancy

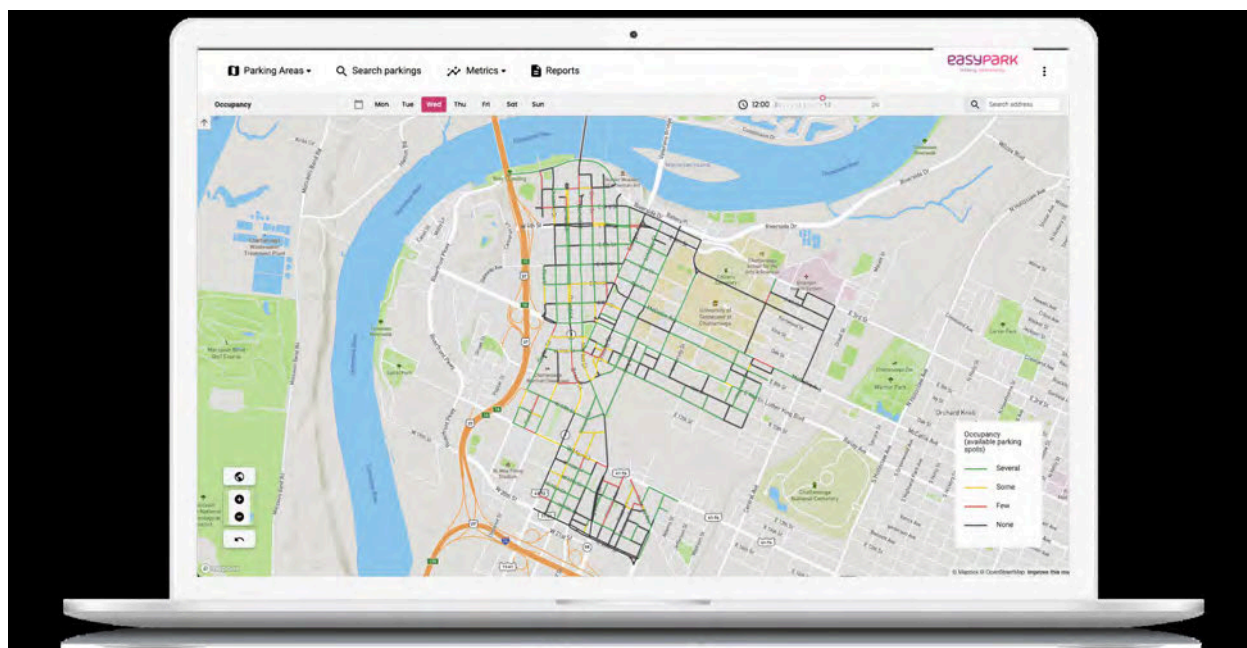
We understand that finding parking in a bustling city can be a challenge, especially without the right data. ParkMobile Insights enables cities to easily identify high-demand parking areas and times, eliminating the need for manual data collection. With just one click, administrators gain access to valuable parking demand information and regular updates to assess the impact of any changes. This not only saves time but also reduces the stress of making well-informed decisions to enhance the efficiency of the parking program for staff and motorists.

It's important to note that ParkMobile Insights does not provide real-time occupancy information. Our approach is based on historical data to ensure that policy decisions are rooted in a broader context rather than short-term fluctuations. This helps provide a more accurate reflection of the typical parking situation in the city.



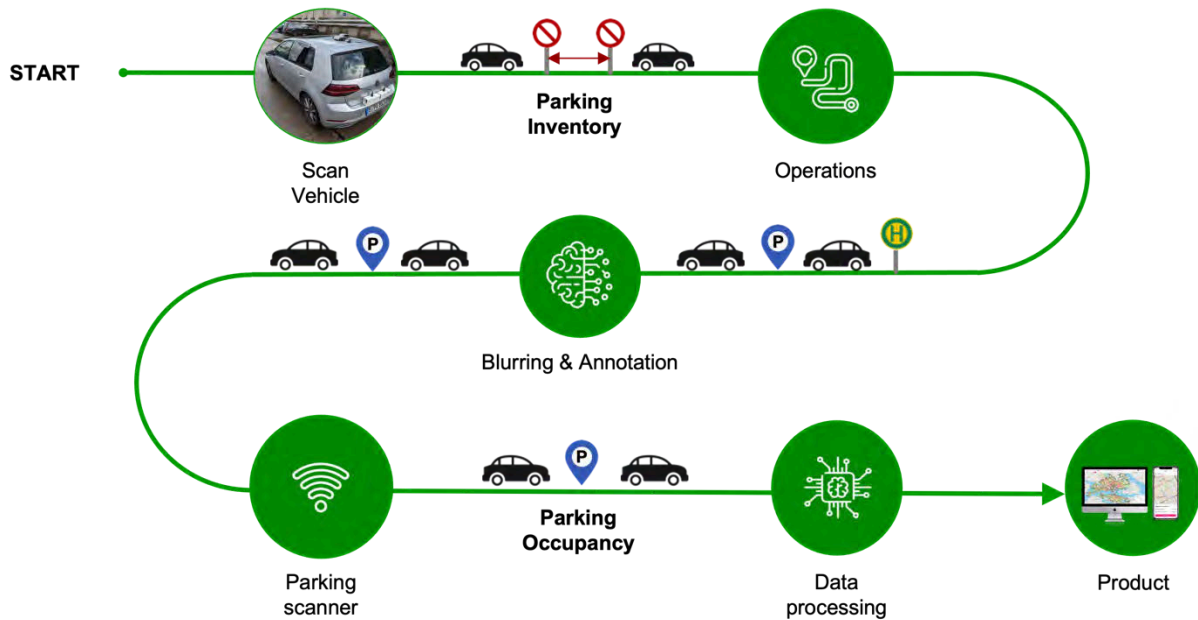
Balancing Parking Supply and Demand

Data around parking supply and demand is invaluable for city administrators in alleviating parking congestion in high-demand areas. By identifying parking hotspots, administrators can more effectively use the resources available to them (i.e. parking enforcement officers) to ensure policies are being followed and high-demand parking areas are realizing their maximum potential.

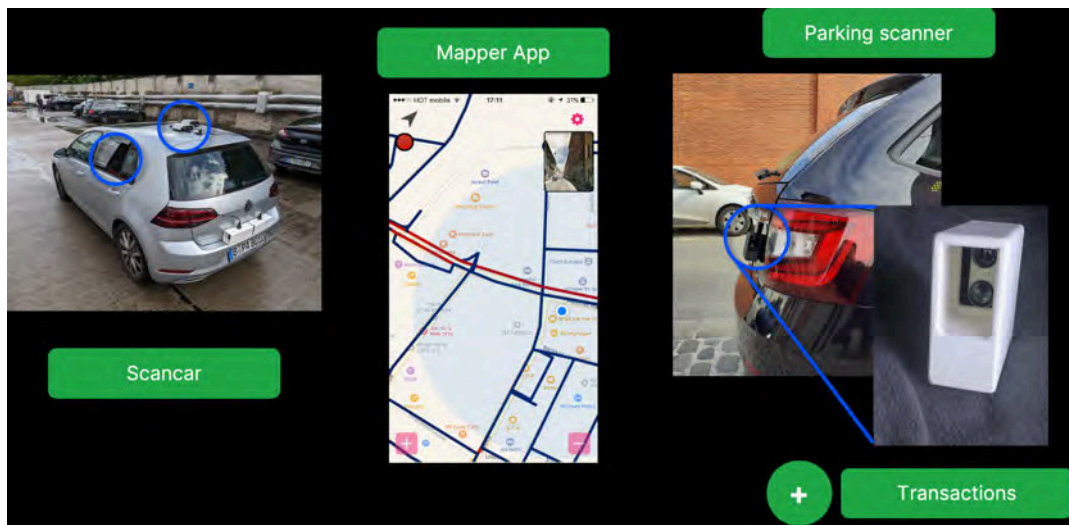


How Data is Collected and Mapped

To collect data and map the client's parking ecosystem, we partner with fleet vehicles that collect occupancy data via LIDAR scanners. Our fleet partnerships continuously collect data to allow us to update the parking data regularly. This process is separated into two parts:



1. **Map the Parking Inventory of the City:** Rules, restrictions, and the number of parking areas are collected. Data is collected using high-precision GPS and 4k-mounted cameras.
2. **Install Parking Scanners on Existing Fleet Partnering Vehicles:** The parking scanners are equipped with a LIDAR (laser) measuring the distance to the side of the street at 50 times/sec. This method provides us with digital "images" of occupied areas (short-distance) and free spaces (long-distance) along the street. By mapping the signal into the parking inventory, we can identify whether the free space is in a parking area (rather than an alleyway or driveway). Once we have identified a free space in a parking area, the information is added to our occupancy model.

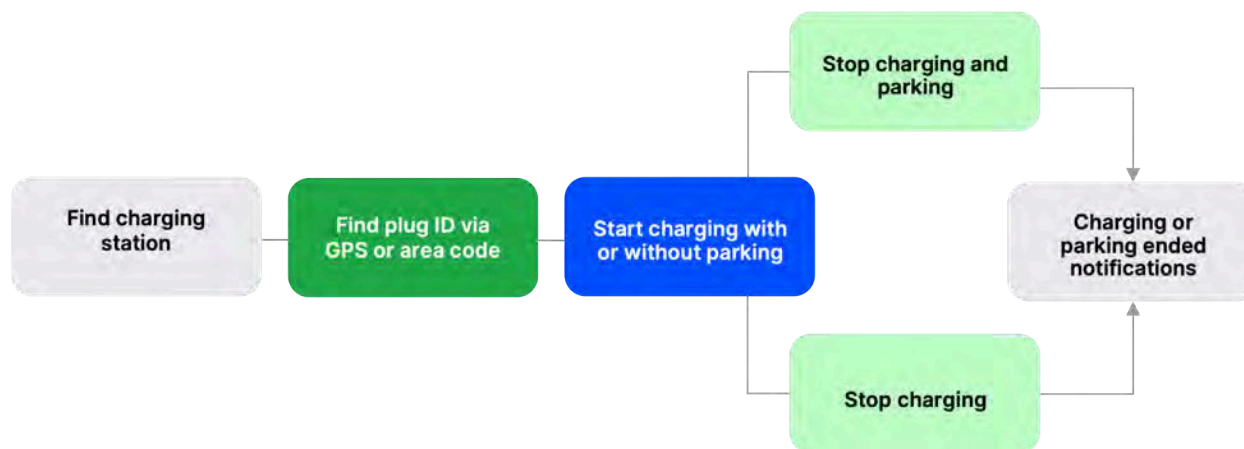


ParkMobile EV Charging Integration

The transportation landscape is transforming with the rise of electric vehicles (EVs), and the pivotal role of EV charging infrastructure is becoming increasingly apparent for drivers and municipalities. **Projections indicate a staggering surge in the adoption of electric vehicles, with expectations surpassing 30 million units on the roads by the year 2030.** This surge in EV ownership necessitates a corresponding expansion in charging infrastructure to meet the growing demand.

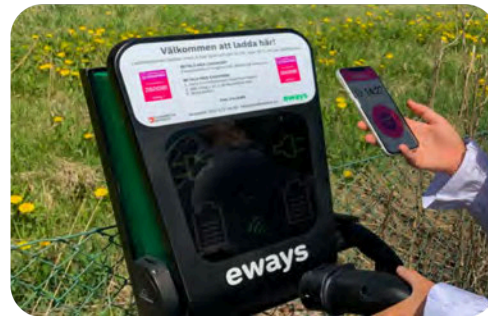
Cities are adapting to the shift towards electric mobility by strategically placing more charging stations throughout their municipality or campus. This ensures convenient access for electric vehicle (EV) users. Additionally, urban planning is integrating EV charging capabilities into parking spaces. This effectively turns parking areas into charging hubs, accommodating the rising number of electric vehicles and aligning with sustainability goals. This dual-purpose approach aims to foster a cleaner and greener future for transportation. As the momentum towards electric mobility accelerates, the continued development and enhancement of EV charging infrastructure will play a pivotal role in shaping the future of urban mobility.

ParkMobile offers a seamless solution for drivers seeking to effortlessly locate, organize, and make payments for parking and charging services, whether on-street or within off-street facilities, all through a user-friendly in-app experience. The **ParkMobile EV Charging** feature streamlines the process with a singular flow and interface, allowing users to quickly initiate, conclude, or extend charging sessions, whether coupled with parking or as a standalone service. This ensures a straightforward and convenient option for electric vehicle charging, requiring just one application and eliminating the need for any adjustments in user behavior.



The user's journey begins with a quick registration process (if they are not already a ParkMobile user), which they can complete through the ParkMobile app or website. Once registered, users can easily access the charging station through various methods, including the ParkMobile app, IVR, SMS, and website. The user selects a charging station based on their GPS location and can start, stop, and extend charging and parking as needed.

Our parent company, EasyPark, has implemented this feature in over five countries, with over 32,000 charging stations and more than 100,000 monthly sessions. Although this solution has only recently been introduced in North America, we will leverage our expertise from the European markets to ensure a successful deployment.



2. Provide any additional equipment offerings: Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.

ParkMobile does not provide any hardware, so additional equipment offerings do not apply to our proposal.

3. Describe any equipment reconditioning and recertification offerings.

ParkMobile does not provide any hardware, so equipment reconditioning and recertification do not apply to our proposal.



ParkMobile™

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RFP 24-S835 - Parking Meters, Software, Systems and Related Products and Services

Section 6 - Required Documents

July 18, 2024

Madison Huemmer
Regional Sales Manager
Madison.Huemmer@ParkMobile.io
(619) 707-1264

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Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)

We have attached a copy of our completed Antitrust Certification Statement (Tex. Government Code § 2155.005) form after this page.

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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 proposal, 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 proposal, 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 proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

ParkMobile, LLC

Contact

Signature

David Holler

Printed Name

VP, B2G Sales

Position with Company**Address**

1100 Spring Street NW

Suite 200

Atlanta, GA 30309

**Official
Authorizing
Proposal**

DocuSigned by:



75415BFF6E7D4C5...

Signature

Justin Clifford

Printed Name

Treasurer

Position with Company**Phone**

770-818-9036

Fax

N/A

2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

We have completed the Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) in the link provided in the RFP documents. Our submitted form is pending acknowledgment, and we can provide the acknowledged form once it has been completed. Below, we have attached a screenshot of the portal showing that our form has been submitted and is pending acknowledgment.

Completed Certificates					
Certificate Number	Contract ID #	Governmental Agency	Date Completed	Certificate Status	Acknowledged Date
2024-1182635	RFP 24-5835	Region 14 Education Service Center made available through OMNIA Partners, Public Sector, Inc.	07/01/2024	Pending	

3. Texas Government Code 2270 Verification Form

We have attached a copy of our completed Texas Government Code 2270 Verification Form after this page.

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Justin Clifford, as an authorized representative of

ParkMobile, LLC, a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

DocuSigned by:

Justin Clifford

754458FF6E7D4C6...

Signature of Named Authorized Company Representative

7/18/2024

Date

4. Any additional agreements supplier will require Participating Agencies to sign

We have attached a copy of our standard terms after this page.



ParkMobile Service Agreement

This ParkMobile Service Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St. NW, Ste 200, Atlanta, GA 30309 ("ParkMobile") and _____, a _____, with offices at _____. ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS

Client	ParkMobile
Legal Name:	Legal Name: Parkmobile, LLC
Contact:	Sales Rep:
Email:	Email:
Phone:	Phone:
Address:	Address: Parkmobile, LLC 1100 Spring St. NW Suite 200 Atlanta, GA 30309 For legal notices: with a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io .

SERVICE TERMS

Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: On-Demand, Reservations
Initial Term	_____ beginning on the Effective Date
Renewal	This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (each a " <u>Renewal Term</u> " and, collectively, together with the Initial Term, the " <u>Term</u> ").
Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
Merchant of Record	TO BE DETERMINED. If ParkMobile is the MOR, then Client agrees to pay ParkMobile _____ of the total transaction amount per transaction for this service. ParkMobile will remit any amounts due Client in arrears to Client on the 15th of the following month. If Client is the MOR, then Client is responsible for the payment of payment processing and related fees, and ParkMobile will invoice Client for fees due ParkMobile which invoice Client shall pay within thirty (30) days of the date of invoice. If Client elects to use a processing partner with which ParkMobile is not integrated, then ParkMobile will pass real time debit/credit card transactions via a gateway solution at an additional cost to Client of _____ per authorized Transaction.

Parking Locations	The Services will be provided to Client in the following locations / geographical territory: all Client locations
Signage	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
Governing Law	State of Georgia
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services; Schedule 3: Client Electronic Funds Authorization Form

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	1		
Custom Development	0		
Total Implementation Fees:			

ADDITIONAL FEES	
Call Center & Customer Support	
Client Support & Maintenance	
Hosting	
Enforcement Portal	
Reporting Portal	
Marketing & Advertising	

USER FEES		
On-Demand User Fee		
Reservation User Fee		
"No-Charge" Reservation Service Fee		

The parties have executed this Agreement as of the Effective Date.



ParkMobile Service Agreement

PARKMOBILE, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SAMPLE

**SCHEDULE 1:
CLIENT GENERAL TERMS & CONDITIONS****1. SERVICES**

- 1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- 1.2 Launch Date.** The parties will mutually agree upon the launch date for the Services.
- 1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- 1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- 1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- 1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.
- 1.7 Exclusivity.** Throughout the term, the parties agree that ParkMobile will be the exclusive provider of electronic payment parking services for Client.
- 1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.
- 1.9 Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

- 2.1 Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.
- 2.2 Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for

Client's internal business purposes in connection with its use of the Services.

- 2.3 Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.

- 2.4 Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.

- 2.5 Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

- 2.6 Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv)

Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any other client, end user, vendor or partner of ParkMobile; or (v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

3.1 Use of Platform Account. Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

3.2 Parking Information. Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

3.3 Effect of Client Failure or Delay. ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

4.1 Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 Client Support. ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 End-User Support. ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

5.1 General. Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("**Representatives**") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 Personal Data. In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

6.1 Client Data. Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

6.2 Client Brand Features. Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.3 ParkMobile IP. Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

6.4 ParkMobile Brand Features. ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.5 ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to Client upon Client's execution of ParkMobile's Data Protection Agreement. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than

those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

6.6 Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

6.7 Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

7.1 Fees. Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

7.2 Payment Terms. The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile [REDACTED] of the total transaction amount per transaction for this service. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement, less any amounts owed to ParkMobile.

7.3 Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

7.4 Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available: (a) ParkMobile may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Client shall reimburse ParkMobile for all costs incurred by ParkMobile in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for thirty (30) days following written notice thereof, ParkMobile may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other person by reason of such suspension.

7.5 No Deductions or Setoffs. All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7.6 Fee Increases. ParkMobile may increase Fees for any contract year, by providing written notice to Client at least sixty (60) calendar days written notice.

7.7 Limited Payment Agent. Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 ParkMobile. ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

8.3 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

9. INDEMNIFICATION

9.1 Mutual. Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.

9.2 ParkMobile. ParkMobile will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with ParkMobile, and allows ParkMobile sole authority to control the defense and settlement of such claim.

9.3 Client. Client will indemnify, defend, and hold harmless ParkMobile from and against any and all Losses incurred by ParkMobile resulting from any Third-Party Claim arising out of Client's disclosure or use of ParkMobile User Data in violation of this Agreement.

9.4 Mitigation. If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.

9.5 Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PARKMOBILE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY

AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

11. RESERVED

12. GENERAL TERMS

12.1 Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

12.2 Severability. If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

12.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.4 Notices. Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. Any notice permitted or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.

12.5 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this

Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Georgia, United States of America (including its statutes of limitations).

- 12.6 Amendment; Waivers.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.
- 12.7 Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 12.8 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.9 Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 12.10 Independent Contractors.** The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 12.11 Export Control.** Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.
- 12.12 Interpretation.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules

referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

- 12.13 Counterparts.** The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

13. DEFINITIONS

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Client Data" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general

public and that facilitates the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

SCHEDULE 2: SERVICES ON-DEMAND PARKING SERVICES

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("[On-Demand Parking](#)").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.

RESERVATION PARKING SERVICES

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for reservation parking using the ParkMobile Application ("[Reservation Parking](#)").

For each Parking Location that the parties agree to on-board for Reservation Parking Services, ParkMobile shall make the Parking Location's parking inventory available for sale through the ParkMobile Application and shall market and advertise such availability. The number of parking spaces and corresponding reservation periods and parking rates making up the parking inventory shall be specified by Client and may be altered by Client at any time for unreserved parking inventory.

Responsibilities of Client.

In order for ParkMobile to provide Reservation Parking Services, Client shall maintain an agreed upon number of parking spaces or transportation services at the Parking Location which shall be maintained at all times unless ParkMobile is notified otherwise in writing by Client.

If access to the Parking Location is denied for any reason other than a ParkMobile User's error or failure to abide by Client's rules and regulations, Client agrees to forfeit its share of the applicable parking fee and authorizes ParkMobile to refund the entire Parking Fee to the ParkMobile User. If access to the Parking Location is denied because of a ParkMobile User's error or failure to abide by Client's rules and regulations, no Parking Fees will be refunded to the ParkMobile User.

Client shall promote and market the Services through mutually agreed upon methods which shall include:

- a persistent, prominent “call to action” link/button on the parking and/or transportation pages of the Parking Location website(s) that directs users to the Client-branded website created by ParkMobile (e.g. a “Reserve Parking Now” button);
- Embedded content on the parking and/or transportation pages of the Parking Location website(s) describing why and how to reserve parking through ParkMobile (e.g. FAQs, videos, etc.), such content to be provided by ParkMobile; and
- mentions in emails promoting the Parking Location, including “know before you go” emails, all of which shall include a “call to action” to reserve event parking and link to the Client-branded website created by ParkMobile.

Client agrees to use commercially reasonable efforts to obtain for ParkMobile a license to use photo and video assets of the Parking Location (where Client is not the Parking Location owner) and any tenants of a Parking Location in connection with ParkMobile’s marketing of the Services as available at such Parking Location.

**SCHEDULE 3:
CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM**

This form authorizes Parkmobile, LLC to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form. It is the responsibility of Client to notify ParkMobile of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CLIENT INFORMATION

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A VOIDED CHECK OR BANK LETTER TO VERIFY THE ABOVE ACCOUNT INFORMATION

This form authorizes Parkmobile, LLC to send credit entries and appropriate debit and adjustment entries electronically or by any other commercially accepted method to the account indicated above and to other accounts specified by Client in the future (collectively, the "Account"). This form authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until ParkMobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

Addenda Acknowledgement

We have received one (1) addendum and have attached a signed copy after this page.



NOTICE TO OFFEROR

Questions & Answers

RFP # 24-S835

Competitive Solicitation by Region 14 Education Service Center

for

Parking Meters, Software, Systems and Related Products and Services

See Question and Answer Acknowledgement included on the last page. Offerors should include this acknowledgement as part of their response to this Parking Meters, Software, Systems and Related Products and Services RFP.

The Answers to Questions received are issued as follows:

1. There is a link to a zoom meeting in the RFP notice, but there is not a time listed for the meeting. Can you provide that?

Answer: The submittal due date and time are listed on the cover sheet of the RFP- Thursday, July 18, 2024, 2:00 CT.

2. Based on the extensive nature of this RFP and quantity of products involved, we would like to respectfully request an extension of one or two weeks to the submission deadline, so that Vendors can thoroughly review the final addendum before completing our proposals. We believe that it would be in OMNIA's best interests to provide this extension, as it would allow them to receive the most thorough and thoughtful proposals from all vendors. Not only would the extension allow the OMNIA to make the most educated decision possible, it would also assist in preparing for a smoother process, by ensuring that the vendors have ample time to become familiar with all of the OMNIA's needs. Thank you very much for your consideration.

Answer: The submittal due date will remain for Thursday, July 18, 2024, 2:00 CT.

3. What is plan for the current contracts OMNIA has in place (05-36, 05-49, and 05-81) that have similar product offerings? Will these contracts be renewed at the end of their respective terms?

Answer: As stated on Page 4 of the RFP, the intent of the anticipated resulting contracts of this solicitation is to generate more comprehensive parking solution contracts replacing the need for later re-solicitations of other Region 14 ESC parking solutions including: Integrated Parking

Management System; Parking Access Revenue Control System; Parking and Mobility Consulting; Parking Enforcement Software and Equipment; Parking Meters; Parking, Transportation, and Mobility Services; Self-Enforcing Parking Meters; and Smart Parking Displays. It is not currently anticipated that the current Region 14 ESC parking contracts will be renewed.

4. Is the 3% administrative fee negotiable or is this a set rate?

Answer: This is the standard administrative fee rate but could be negotiated. Offerors should submit any exceptions to the Administration Agreement as part of their response which will be further reviewed and discussed during negotiations.

5. Please confirm that exceptions to the T&C can be proposed - Appendix B: please confirm which exhibits are required in the proposal and which review only for post award.

Answer: Offerors may take exception to any of the terms and conditions in Appendix B and must submit the proposed changes with the Offeror's response. At the time of submission, Offerors submit a response to Exhibit A. If Offeror's are able to respond to Exhibit F and/or Exhibit G, they should be included as part of their response. Exhibits B is to be signed by Offeror's anticipated to receive an award prior to award. If Offeror's have any exceptions to Exhibit B –Administration Agreement, they should be submitted as part of the Offeror's response.

6. Under Section 3.3 M of the OMNIA Partners Exhibits, please provide further information regarding the minimum contract sales. Will the vendor be required to pay an admin fee for the minimum contract sales amount if that amount is not met?

Answer: Further information regarding contract sales is defined in Section 12 of the OMNIA Partners Administrative Agreement (Exhibit B). Offerors may choose to guarantee \$0 minimum Contract Sales. For Offerors who guarantee minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

7. Should we respond to the questions mentioned in Section V. Evaluation, if Yes, should we list our response in Section III?

Answer: As indicated in Section III. Instructions to Suppliers, item 2. Required Proposal Format, items related to the pricing should be included in Section 1 (such as Offeror's response to A. Availability of Products and Pricing indicated in Section V. Evaluation); ability to perform, including response to the national program should be included in Section 3 (such as Offeror's response to B. Ability to Perform in Section V. Evaluation); references and experiences should be included as part of Section 4 (such as Offeror's response to C. References and Experiences in Section V. Evaluation); value added products and services should be included as part of Section 5 (such as Offeror's response to D. Value Added Products/Services). See Section III. Instructions to Suppliers and V. Evaluation and for full details.

8. Since we are not providing PARCS or services, is that ok if we don't respond to those questions?

Answer: Offeror's do not need to provide all suggested items listed. Any questions that do not apply to what the Offeror can provide should be answered as not applicable. Offerors should respond with their complete product and service offering/a balance of line for Parking Related Products, Systems and Services.

9. Are vendors expected to handle all of the aspects in a specific category? For example, in "Products", would a vendor need to provide all aspects mentioned? Or would a vendor be able to mention only what applies to their business and touch on specific aspects in multiple categories?

Answer: Offeror's do not need to provide all the aspects in a specific category. Offerors should respond with what applies to their business and provide a complete product and service offering/a balance of line for Parking Related Products, Systems and Services.

10. Please provide clarification on the section and file structure. Is the proposal to be submitted as six unique files named as Section 1, Section 2, etc.?

Answer: Under Section III. Instructions to Suppliers, 2. Required Proposal Format, it states: *Separate files should be used to separate the proposal into sections, as identified below.*

Sections:

Section 1 – Signature Form

Section 2 – Pricing

Section 3 – Ability to Perform, including response to the national program (Appendix B)

Section 4 – References and Experience

Section 5 – Value Added Products and Services

Section 6 – Required Documents

11. Who will be the Merchant of Record?

Answer: The Company name listed on the VI. Signature Form.

12. Is there a current list of clients Region 14 ESC and OMNIA Partners serve?

Answer: Region 14 ESC schools encompasses 42 school districts located in 13 counties in Texas and services are further delivered to seven institutions for higher learning including 3 universities, 3 colleges, and 1 technical college. OMNIA Partners is the largest and most experienced purchasing organization for public sector procurement. Resulting awarded contracts are made available to public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit.

13. For any vendor that is selected as part of this RFP process, if a pre-existing vendor's client becomes a member of the Region 14 ESC. Would it be required that the vendor begin to pay Region 14 ESC an administrative fee from the date that the vendor's client becomes a member of Region 14 ESC or would that only be required when there is a new contract with the vendor's client?

Answer: The Administrative Fee is based on a public agency using the resulting Master Agreement(s). If there is pre-existing business but they are not using the new Master Agreement, then the administrative fee related to the resulting Master Agreement would not be applicable.

RECEIPT OF QUESTION & ANSWER ACKNOWLEDGEMENT

Offeror shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name ParkMobile, LLC

Contact Person Madison Huemmer

Signature 

Date 7/2/2024

Exhibit F - Federal Funds Certifications

We have attached our completed Exhibit F - Federal Funds Certifications after this page.

Exhibit F

Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when 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 \$250,000, 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES NC Initials of Authorized Representative of offeror

(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)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES NC Initials of Authorized Representative of offeror

(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.

Does offeror agree to abide by the above? YES NC Initials of Authorized Representative of offeror

(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

(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 Executive Office of the President Office of Management and Budget (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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES  Initials of Authorized Representative of offeror

Version March 19, 2024

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☐ N/A. ParkMobile does not sell steel or manufactured products.

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES NC Initials of Authorized Representative of offeror

Offeror's Name: ParkMobile, LLC

Address, City, State, and Zip Code: 1100 Spring Street NW, Suite 200, Atlanta, GA 30309

Phone Number: 770-818-9036

Fax Number: N/A

Printed Name and Title of Authorized Representative: Justin Clifford, Treasurer

Email Address: legal-notices@parkmobile.io

Signature of Authorized Representative: Justin Clifford

Date: 7/18/2024

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

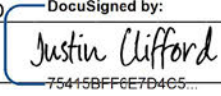
Address, City, State, and Zip Code:
Version March 19, 2024

1100 Spring Street NW, Suite 200, Atlanta, GA 30309

Phone Number: 770-818-9036 Fax Number: N/A

Printed Name and Title of Authorized Representative:
Justin Clifford, Treasurer

Email Address: legal-notices@parkmobile.io DocuSigned by: _____

Signature of Authorized Representative:  Date: 7/18/2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.
 - iii. 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”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a.** All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must 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”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a.** Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b.** Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a.** Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

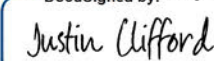
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ParkMobile, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Justin Clifford

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Signature of Contractor's Authorized Official

Justin Clifford, Treasurer

Name and Title of Contractor's Authorized Official

7/18/2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and 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.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: ParkMobile, LLC

Address, City, State, and Zip Code:
1100 Spring Street NW, Suite 200, Atlanta, GA 30309

Phone Number: 770-818-9036 Fax Number: N/A

Printed Name and Title of Authorized Representative:
Justin Clifford, Treasurer

Email Address: legal-notices@parkmobile.io DocuSigned by:

Signature of Authorized Representative: Justin Clifford
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Date: 7/18/2024

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS (Version May 4, 2023)

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by 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 OR RELATED ACTS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The 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 Project. Upon execution of the underlying contract, the 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, the 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 the contractor to the extent the Federal Government deems appropriate.

(2) The 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. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two 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.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) 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 Master Agreement between Purchaser and 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.

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 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, 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, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the 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 the underlying 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 et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in 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 Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- 5) 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)).
- 6) 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 Participating Public Agency.
- 7) 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.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- 1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in 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 Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
- 2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

- 1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- 2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development,

Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

- 3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

- 1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- 3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s): _____

- 5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

- 1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

- 1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on

Transit Projects,” 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

- 1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

- 1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Participating Public Agency.
- 2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

- 1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

- 1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.
- 2) A protest shall include:
 - a. The name, address, and telephone number, including FAX number if available, of the protestor;
 - b. The signature of the protestor or authorized representative;
 - c. Identification of the contract/solicitation;
 - d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
 - e. The form of relief requested.

- 3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.
- 4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.
- 5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.
- 6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.
- 7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:
 - a. The items to be procured are urgently required;
 - b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.
- 8) FTA will only entertain a protest that alleges:
 - a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
 - b. Violations of Federal law or regulation.
- 9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

 - a. Include the name and address of the protestor.
 - b. Identify the grantee, project number, and the number of the contract solicitation.
 - c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Exhibit G - New Jersey Business Compliance

We have attached our completed Exhibit G - New Jersey Business Compliance forms after this page.

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: ParkMobile, LLC

Organization Address: 1100 Spring St NW, Suite 200, Atlanta, GA 30309

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
ParkMobile USA, Inc.	1100 Spring Street NW, Suite 200, Atlanta, GA 30309

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

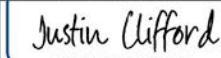
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
ParkMobile USA, Inc.	1100 Spring Street NW, Suite 200, Atlanta, GA 30309

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Justin Clifford	Title:	Treasurer
Signature:	 DocuSigned by: 75415BFF6E7D4C5...	Date:	7/18/2024

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)****Company Name:** ParkMobile, LLC**Street:** 1100 Spring Street NW, Suite 200**City, State, Zip Code:** Atlanta, GA 30309**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

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

7/18/2024

Date

DocuSigned by:

Justin Clifford

Treasurer

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Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

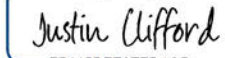
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

DocuSigned by:

75415BFF6E7D4C5
Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.****Stockholders:**

Name: ParkMobile USA, Inc.

Name:

Home Address:

Home Address:

1100 Spring Street NW, Suite 200, Atlanta, GA 30309

Name:

Name:

Home Address:

Home Address:

Name:

Name:

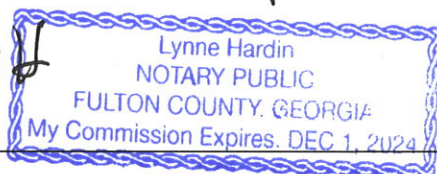
Home Address:

Home Address:

Subscribed and sworn before me this 1 day of July,2024.

(Notary Public)

My Commission expires:



(Affiant)

Justin Clifford, Treasurer

(Print name & title of affiant)

(Corporate Seal)

DOC #6



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 24-S835 - Request for Proposal (RFP) for Parking Meters, Software, Systems and Related Products and Services
VENDOR NAME: ParkMobile, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

DocuSigned by:

Justin Clifford
754158FF6E7D4C5...
Signature

7/18/2024
Date

Justin Clifford, Treasurer

Print Name and Title

DPP Rev. 12.13.2021

DOC #7



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☒ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR**
- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR**
- ☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

DocuSigned by:

Justin Clifford

75415BFF6E7D4C5

Signature of Vendor's Authorized Representative

Justin Clifford, Treasurer

Print Name and Title of Vendor's Authorized Representative

ParkMobile, LLC

Vendor's Name

1100 Spring Street NW, Suite 200

Vendor's Address (Street Address)

Atlanta, GA 30309

Vendor's Address (City/State/Zip Code)

(Attach Additional Sheets If Necessary.)

7/18/2024

Date

38-3941930

Vendor's FEIN

770-818-9036

Vendor's Phone Number

N/A

Vendor's Fax Number

legal-notices@parkmobile.io

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

10/16/12

Taxpayer Identification# **261-905-390/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

PARKMOBILE USA, INC.

TRADE NAME:

ADDRESS:

**3200 COBB GALLERIA PKWY STE 10
ATLANTA GA 30339**

SEQUENCE NUMBER:

1748578

EFFECTIVE DATE:

10/16/12

ISSUANCE DATE:

10/16/12
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-08) D205846V



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PARKMOBILE LLC

Trade Name:

Address: 3200 COBB GALLERIA PKWY SE
ATLANTA, GA 30339

Certificate Number: 2389850

Effective Date:

Date of Issuance: June 12, 2020

For Office Use Only:
20200612054349553

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Justin Clifford Title: Treasurer

Signature:  75415BFF6E7D4C5... Date: 7/18/2024

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) 2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)										EEOC Standard Form 100 (SF 100) Revised 08/2023 OMB Control Number: 3046-0049 Expiration Date: 11/30/2026					
SECTION A – TYPE OF REPORT SINGLE-ESTABLISHMENT FILER REPORT															
SECTION B – EMPLOYER IDENTIFICATION															
OFS COMPANY ID KS46208			EMPLOYER NAME ParkMobile LLC												
ADDRESS 1100 Spring Street, Suite 200						CITY/TOWN ATLANTA				STATE GA		ZIP CODE 30309			
SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)															
HQ/ESTABLISHMENT-LEVEL UNIT ID			HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME												
HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS						CITY/TOWN				STATE		ZIP CODE			
SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN) 383941930															
SECTION E – EMPLOYER FILING ELIGIBILITY															
☒ YES (Employer Is Eligible to File) ☐ NO (Employer Is Not Eligible to File) ☐ EMPLOYER NO LONGER IN BUSINESS															
SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)															
Unique Entity ID (UEI): Not Applicable															
☐ YES (Single-Establishment Employer is Federal Contractor) ☐ YES (Multi-Establishment Employer is Federal Contractor)															
☐ YES (Headquarters is Federal Contractor) ☐ YES (Non-Headquarters Establishment is Federal Contractor)															
☐ YES (One or More Non-Headquarters Establishments is Federal Contractor)															
SECTION G – NAICS INFORMATION 513210 - Software Publishers															
SECTION H – WORKFORCE DEMOGRAPHIC DATA															
JOB CATEGORIES	Race/Ethnicity														Row Total
	Hispanic or Latino		Not Hispanic or Latino												
			Male							Female					
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	
Executive/Senior Level Officials and Managers	0	0	9	0	0	2	0	0	0	1	0	0	0	0	12
First/Mid-Level Officials and Managers	3	0	14	3	1	3	0	1	7	4	1	1	0	0	38
Professionals	3	1	52	17	8	2	0	3	27	22	8	1	0	1	145
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	1	9	6	0	1	0	0	7	3	0	0	0	0	27
Administrative Support Workers	0	0	1	0	0	0	0	0	0	1	0	0	0	0	2
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CURRENT 2023 REPORTING YEAR TOTAL	6	2	85	26	9	8	0	4	41	31	9	2	0	1	224
PRIOR 2022 REPORTING YEAR TOTAL	6	0	77	20	5	9	0	2	34	22	3	4	0	3	185
SECTION I – WORKFORCE SNAPSHOT PERIOD 12/3/2023 - 12/16/2023															
SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional) Not Applicable															

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) 2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)			EEOC Standard Form 100 (SF 100) Revised 08/2023 OMB Control Number: 3046-0049 Expiration Date: 11/30/2026	
SECTION K – OFFICIAL CERTIFICATION OF SUBMISSION				
EMPLOYER IDENTIFICATION				
OFS COMPANY ID KS46208		EMPLOYER NAME ParkMobile LLC		
ADDRESS 1100 Spring Street, Suite 200		CITY/TOWN ATLANTA	STATE GA	ZIP CODE 30309
CERTIFICATION COMMENTS (optional)				
No Certification Comments Provided				
CERTIFICATION STATEMENT "I certify that the information, including any workforce demographic data, provided in this report is correct and true to the best of my knowledge and was prepared in conformity with the directions set forth in the form and accompanying instructions." Knowingly and willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.				
DATE OF CERTIFICATION 5/20/2024 1:17 PM [EST]				
EMPLOYER'S CERTIFYING OFFICIAL				
Name of Employer's Certifying Official Emerald Evans		Title of Certifying Official HRBP		
Email Address of Certifying Official emerald.evans@parkmobile.io		Telephone Number of Certifying Official 214-458-1546		
PRIMARY POINT OF CONTACT (POC) FOR EEO-1 COMPONENT 1 REPORTING				
Name of Primary POC Emerald Evans		Title and Employer of Primary POC HRBP ParkMobile LLC		
Email Address of Primary POC emerald.evans@parkmobile.io		Telephone Number of Primary POC 214-458-1546		



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 24-S835 - Request for Proposal (RFP) for Parking Meters, Software, Systems and Related Products and Services

VENDOR NAME: ParkMobile, LLC

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX



The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

DocuSigned by:

Justin Clifford

75475BFF6E7D4C5...

Signature

7/18/2024

Date

Justin Clifford, Treasurer

Print Name and Title

DPP Rev. 12.13.2021