THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc. ("**CCOG**"), ParkMobile, LLC (the "**Winning Supplier**"), and Equalis Group ("**Equalis Group**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis Group is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis Group for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued a request for proposal ("RFP") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for Mobile Parking Payment and Management Solutions and awarded a contract to Winning Supplier as a responsible Respondent whose proposal was most advantageous to CCOG. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis Group agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

2.1. <u>Personnel & Equipment</u>. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.

2.2. <u>Supplemental Agreements</u>. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services ("**Customer Agreement**"). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

2.3. Pricing

a. <u>Not-To-Exceed Pricing</u>. All contract pricing is "*Not-To-Exceed Pricing*" where Members will receive pricing that does not exceed the per unit pricing provided by the Respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.

b. <u>Pricing Adjustments</u>. No price increases are permitted within the first ninety (90) days of this contract's Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

It is Winning Supplier's responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

c. <u>Rates & Charges</u>. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.

2.4. <u>The Term</u>. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the <u>Master Agreement Signature Form</u> (the "Effective Date"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the <u>Master Agreement Signature Form</u> (the "Termination Date") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "Initial Term"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "Renewal Term") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "Extended Term"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "Term."

2.5. Formation of Contract

a. <u>Respondent Contract Documents</u>. CCOG and Equalis Group will review proposed Respondent contract documents. Respondent's contract document shall not become part of CCOG and Equalis Groups' contract with Respondent unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

b. <u>Entire Agreement</u>. This Master Agreement, including its Recitals, together with all components of the RFP, the components of the Winning Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

c. <u>Modification</u>. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

d. <u>Assignment</u>. This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis Group may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. Order of Precedence.

- (1) General terms and conditions of Master Agreement
- (2) Specifications and scope of work, as awarded
- (3) Attachments and exhibits to the Master Agreement
- (4) The solicitation and all attachments thereto; and
- (5) The Respondent's proposal and all attachments thereto.

2.6. <u>Confidentiality</u>.

a. <u>Obligation</u>. The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties'

Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

b. Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. <u>Indemnification</u>. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("Indemnified Parties") against all claims, damages, losses and expenses ("Claims") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("Losses").

2.8. <u>Winning Supplier Insurance</u>. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis Group, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis Group at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis Group within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.9. <u>Termination Rights</u>. The Parties shall have the termination rights set forth below.

a. <u>Insolvency.</u> If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy,

may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

b. <u>Mutual Consent</u>. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. <u>Breach</u>. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

2.10. <u>Effects of Termination</u>. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall terminate upon the Customer Agreement's current date of expiration. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis Group shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.11. <u>Audit of Winning Supplier</u>. CCOG and Equalis Group, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

2.12. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("Event of Force Majeure"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis Group and the Program Participants.

2.13. <u>Notices</u>. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient.

The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. <u>Addresses for Notices</u>. Written notices for the Winning Supplier will be sent to the remittance address provided with the Winning Supplier's proposal.

i. If to CCOG: The Cooperative Council of Governments, Inc. Attn: Board President 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139 ii. If to EQUALIS GROUP: Equalis Group, LLC. Attn: Eric Merkle, EVP 5540 Granite Parkway, Suite 200 Plano, Texas 75024

Facsimile: 440.337.0002

2.14. <u>Waiver</u>. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.15. <u>Governing Law; Invalidity</u>. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.16. <u>No Third-Party Beneficiaries; Survival of Representations</u>. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.17. <u>Execution in Counterparts</u>. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.18. Nondiscrimination & Intimidation.

a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in <u>Section 4112.01</u> of the Ohio Revised

Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in <u>Section 4112.01</u> of the Ohio Revised Code, or color.

c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

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RFP - Mobile Parking Payment and Management Solutions

May 3, 2024

David Holler VP, Sales David.Holler@ParkMobile.io (914) 843-2632



PROPOSAL FORM 1: TECHNICAL PROPOSAL

ompany Information		
1.1.1. Company Name:	ParkMobile, LLC	2
1.1.2. Corporate Street Address:	1100 Spring Stre	eet NW, Suite 200, Atlanta, GA 30309
1.1.3. Website:	https://www.pa	irkmobile.io
 1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change. 	under the name	an its US operations in 2008 and has operated ParkMobile, LLC since 2014. We previously ness under ParkMobile USA, Inc.
1.1.5. Primary Point of Contact. Provide	Name:	Rebecca Groth
information about the Respondent	Title:	Regional Sales Director
representative/contact person	Phone:	470-945-4236
authorized to answer questions	E-Mail	Rebecca.Groth@ParkMobile.io
regarding the proposal submitted by	Address:	
your company:	Nerse	Justin Clifford
1.1.6. Authorized Representative. Print	Name:	Justin Cillord
or type the name of the Respondent representative authorized to		
address contractual issues, including	Title:	Treasurer
the authority to execute a contract		
on behalf of Respondent, and to	Phone:	770-818-9036
whom legal notices regarding		
contract termination or breach,	E-Mail	legal-notices@parkmobile.io
should be sent (if not the same individual as in 1.1.9., provide the	Address:	
following information on each such		
representative and specify their		
function).		
nancial Strength & Legal Considerations		
1.2.1. <i>Financial Strength</i> . Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.	service in the U per year. The co with "High Likel	ne most widely deployed mobile payment S, processing well over 100 million transaction ompany is assessed as in "Very Stable Conditio ihood of Continued Operations" in our Duns 8 rt. Our D-U-N-S number for your reference is 0
		nancial statements are consolidated with our y, Easy Park Group. Our 2023 group audited



	PART OF EASYPARK GROUP
Note: If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, Respondents may mark the information as a "Trade Secret" and the response will be redacted from any future use of the RFP response. 1.2.2. Bankruptcy & Insolvency.	financials are currently in the process of being finalized and are not available as of the submission date. We have provided our 2022 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 under those terms. We have marked our financial statements as "Trade Secret," and they should be redacted or omitted from any public records requests. ParkMobile does not have any bankruptcy or insolvency to
Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	disclose.
1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	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).
1.3. Industry Qualifications	
1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	ParkMobile is a service provider.
1.3.2. <i>Manufacturer Authorization.</i> If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.	N/A.
1.3.3. Authorized Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.	ParkMobile intends to be the single point of sale for all solutions made available through this RFP process.
NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers	



	PART OF EASYPARK GROUP
must complete Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.	
1.3.4. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	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 these cases. Our sales and service force are all in-house employees of ParkMobile.
1.3.5. <i>Industry Experience.</i> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?	ParkMobile has been providing mobile parking payment solutions since 2008. 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.
	100% of ParkMobile's revenue in each of the last three (3) full calendar years was generated from the proposed products and services.
1.3.6. Geographic Reach. Describe your company's <u>current</u> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.	ParkMobile is the #1 parking app in the United States, ranking #1 for the Parking Category, and #3 in overall Navigation (outranked only by Google Maps and Waze). Currently, we have over 65 million registered users with a presence in over 500 municipalities, more than 160 universities, and thousands of private lots and garages in the US. ParkMobile can provide our services to any area and all 50 states of the US under a resulting contract.
1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?	ParkMobile complies with PCI DSS, ISO 9001:2015, and SSAE 18 requirements. We are audited annually for continued compliance. Many clients may require specific proof of certification or local business licenses before awarding a contract. If any Equalis customers require us to obtain state or local business licenses, we will provide these as needed. Clients may also request to be listed as additionally insured on applicable insurance certificates and we will work individually with each Equalis member to provide those. We have provided our latest PCI Attestation of Compliance with our response.



Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 -</u> <u>Certifications and Licenses</u> .	
1.4. Public Sector Experience	
1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold the annual revenue through those contracts in each of the last three (3) calendar years. Please exclude information and data associated with Federal or GSA contracts	Omnia/National Cooperative Purchasing Alliance (NCPA) - Since becoming an NCPA/Omnia participant in 2011, we have done business with over 50 NCPA members, totaling over 51,000 active parking spaces across the US. These contracts have resulted in an average of \$3 million in annual revenue in each of the last three years.
1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?	
 1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)? 	
 1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include: a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, 	 Because of the constraints of this response table, we have provided our references at the conclusion of this questionnaire for organizational clarity. We have provided the requested information for the following ParkMobile clients: 1. District Department of Transportation (Washington DC) 2. Philadelphia Parking Authority 3. City of Boston, MA 4. City of Columbus, OH 5. Fort Worth, TX 6. Tampa, FL 7. City of Des Moines, IA 8. Chattanooga, TN



d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.

2. PRODUCTS & SERVICES

2.1. PRODUCTS & SERVICES

2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.

Your response may include, but is not limited to, information related functions, to differentiators, capabilities, features, advantages, warranty, set-up, training, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.

IMPORTANT. This description along with the products and services included in the **Attachment <u>B</u> – Cost Proposal** will be utilized to define the overall products and services available under a resulting contract. 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, enable us to assist Equalis partners in modernizing their parking programs while providing the best service to their parking customers. ParkMobile is proposing the following services and resources to Equalis 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 method and timeframe that works best 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 prepaid 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. Also includes a range of operational and financial reports that can be consolidated to include all of a client's parking technologies to provide a "360" look into the parking operation.
 - ParkMobile Dashboard 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.

	ParkMobile
	 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 to ensure 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 they may have. Dedicated Account Management – All clients are assigned an Account Manager at ParkMobile who will ensure continued success of the program through the life of the contract and will serve as the direct point of contact. Open API infrastructure – Our open API platform is actively 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. ParkMobile guarantees an uptime of 99.96% and routinely far exceeds it. 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 a consistent, reliable, cost-effective, and user-friendly system to both consumers and cities.
2.1.2. Data Protection. What security certifications does your company currently hold that establish your processes for protecting user Data?	ParkMobile complies with PCI DSS, ISO 9001:2015, and SSAE 18 requirements.
2.1.3. <i>Security.</i> Describe the protocols that are in place to ensure the safe transmission of information being shared through your products and services?	ParkMobile is committed to the proper management of records to retain those that have 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 its confidential data to reduce the risk of data compromise. At no time after card authorization, under any circumstance, ParkMobile stores any information from

	ParkMobile
	 PART OF EASYPARK GROUP the card magnetic track, to include CVV/CVC, CVV2/CVC2, and PIN block data. Cards that have met and exceeded their expiration by 6 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
2.1.4. Integrations. Describe your company's approach to APIs and integrations. Provide a list of other applications or software systems with which your solutions integrate.	 Data does not travel over the network unencrypted. ParkMobile operates on an open API infrastructure which enables us to provide our clients with a "best of breed" parking ecosystem. Best of breed allows Equalis members to implement the technologies that are best suited for their unique needs, while ParkMobile's open API infrastructure provides a seamless interconnected program. We are integrated with over 100 industry providers across all technology types, so it is not possible to list every provider here, we have included some of our most frequent integrations and have provided a more extensive list in our "Supplemental Proposal" document. Meters: Flowbird, IPS Group, MacKay, POM, CivicSmart, T2, and more. PARCS: TIBA, Amano, SKIDATA, HUB, and more. Enforcement: gTechna, AIMS, CivicSmart/Duncan,
2.1.5. Value-Add or Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.	 Enforcement: glechna, AIMS, CivicSmart/Duncan, Genetec, T2, Cardinal, TurboData, and more. Our full suite of offerings is within this scope of the solicitation and have been included as part of our proposed services. ParkMobile's entire business practice is dedicated to the services with are in-scope of this solicitation, which is why we are positioned as the leading provider of mobile parking payments. 100% of our resources and staff are dedicated to consistently innovate and provide world-class mobile parking solutions.

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2.1.6. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.	All of ParkMobile's proposed solutions are our standard offered solutions across North America.
NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4</u> <u>– Other Pricing Scenarios</u> .	
2.1.7. Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to any extended warranty options must be included in <u>Attachment B – Cost</u> <u>Proposal</u> .	ParkMobile is a Software as a Service (SaaS) solution provider and does not provide any hardware. Therefore, we do not have any applicable warranties. Our software is supported through the life of any resultant contract and is constantly updated.
3.1. Customer Service	
3.1.1. Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.	 ParkMobile offers 24/7/365 bilingual in-house Customer Support 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 to provide consumer education through detailed FAQs, guides, video demos and technical help articles. ParkMobile's Customer Support can be reached using the customer's preferred method of contact. Users can call, email, text, in-app chat, and use social media to contact a ParkMobile representative. This level of customer support will enable Equalis members to reduce the amount of support requests that are directed to their departments. ParkMobile is a first line of defense and will help to ensure users receive the best customer support in the industry. Our Level 1 PCI compliant call center ensures customer
	data is fully secured.

	 PART OF EASYPARK GROUP ParkMobile maintains a multi-channel call center with inhouse phone, email, web and in-app chat, social media & bilingual support. 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
3.1.2. Customer Support & Training. Describe the training services, education resources or support forums available to Members.	ParkMobile offers help guides and FAQs for both ParkMobile users and client staff. For users, detailed FAQs, guides, video demos and technical help articles are available in the ParkMobile app or website 24/7. For client staff, ParkMobile is prepared to provide thorough and ongoing training to ensure all designated personnel are comfortable using ParkMobile's back-office systems before launch. Because there is no physical hardware involved, we find that web-based training is most effective because it allows for training to be delivered via more frequent sessions over several weeks rather than a smaller number of longer, in-person sessions. These sessions can be recorded and shared with staff who could not attend due to scheduling or seating constraints. ParkMobile is also available to conduct on-site training if that is the client's preference. Training sessions are generally broken out for the following types of personnel users:
	 Admin Users (Reporting and Policies in ParkMobile 360) Update rates and policies in real-time Run, customize, export, and schedule recurring operational and financial reports Create and manage user login credentials Overview of ParkMobile user process Read only-users (Reporting and Policies in ParkMobile 360) Full access to viewing operational and financial reports, but no ability to make changes Enforcement-oriented users Verify parking credentials in real-time in the field, in conjunction with integrated enforcement systems Read-only users (Customer Transaction Lookup)

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	 Quickly look up vehicle plate numbers to verify all associated parking history Simple interface is ideal for reception or office staff who handle customer inquiries about reviewing and waiving violations
	Enforcement training is scheduled at the convenience of the client's parking enforcement team. Training will consist of multiple 1-hour training sessions leading up to the go-live date. Enforcement training focuses on the workflow to check mobile parking sessions through the enforcement platform. During the training sessions, officers can ask questions about the platform and how to use it effectively.
	ParkMobile will also provide client staff with all necessary training materials, including instructional how-to videos that can be accessed 24/7 via our ParkMobile Zone Parking training website. Training materials are updated regularly as needed.
3.2. Customer Set Up; Order & Invoice	
Processing; Payment	
3.2.1. Proposal Development, Order, and Invoice Process. Describe your company's proposal development, order, and invoice process.	ParkMobile's sales team consists of three Regional Sales Directors who lead smaller teams of Regional Sales Managers that handle sales inquiries for specific regionals across the US. When an Equalis member reaches out to ParkMobile, a Regional Sales Manager will be assigned as the project manager depending on where the client is located. The Sales Manager will work with the client to determine which ParkMobile services are best for the client and will provide a personalized proposal based on those initial meetings and in line with the Master Agreement from this procurement. Once a client decides to move forward with the process, the Regional Sales Manager will work on contract execution and next steps. Having Regional Sales Managers across the US who represent each individual region ensures that each Equalis member gets personalized assistance according to unique regional trends and
	demand.
4. <u>PRICING</u>	
4.1. Cost Proposal	
4.1.1. <i>Pricing Model.</i> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how	ParkMobile's mobile parking payment services are based on a convenience fee added to each transaction, which is paid for by the end customer. This model allows the client to collect the full parking fee amount and allows them to deploy our services without any up-front costs or monthly subscription fees.
the proposed pricing model is able to be audited by an Equalis Group	The ParkMobile Insights solution is priced at a per space per month pricing model.
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member to assure compliance with the pricing in the Master Agreement.	We are open to discussing audit methods to be utilized by an Equalis Group member to assure compliance with pricing in the Master Agreement. An example is provided in the response to 4.1.2 below.
4.1.2. <i>Auditable.</i> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.	Vendor fees are uploaded into an automated sales reporting module with the specific terms of the contract. 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 any third party are calculated by downloading the transactional level detail by vendor directly from our internal reporting portal and applying the administrative fees structures per the terms of the contract. The calculation can be shared with the relevant third party via email on a quarterly basis.
4.1.3. <i>Cost Proposal Value.</i> Which of the following statements best describes the pricing offered included in Respondent's cost proposal.	 The prices offered in your Cost Proposal are: lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing organizations, cooperative purchasing organizations, or state purchasing organizations, cooperative purchasing organizations, or state purchasing organizations, not applicable. Please explain below.
4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	Data Collection fee for ParkMobile's Insights Product for Tier 3 & 4 cities may receive an additional discount when implementing ParkMobile MPP services and will be quoted separately.
4.1.5. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items or Sourced Goods.	N/A.
NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 –</u> <u>Other Pricing Scenarios</u> .	
 4.1.6. Total Cost of Acquisition. Identify any components from the total cost of acquisition that are <u>NOT</u> included in the Cost Proposal. This would include all additional charges that are not directly identified as freight or shipping. For example, 	ParkMobile does not charge any one-time, subscription, training, installation, set up, or training fees. All costs have been identified in our Cost Proposal.

	ParkMobile
permitting, installation, set up, mandatory training, or inspections may be required but not initially considered in the Cost Proposal. Identify any parties that impose such costs and their relationship to the Respondent.	PART OF EASYPARK GROUP
5. <u>GO-TO-MARKET STRATEGY</u>	
5.1. Respondent Organizational Structure & Staffing of Relationship	
 5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas; 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. ****Indicate who the primary contact will be if it is not the Sales Leader. 	As detailed previously, ParkMobile takes a regional approach to our sales and account management teams, so the exact contact for each Equalis member will be different. Below are the names and general contact information for each executive level and director level team members 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 Contact - Sales & Contract Manager) david.holler@parkmobile.io (914) 843-2632 Rebecca Groth – Regional Sales Director (Sales Leader – Western US) – Primary Contact rebecca.groth@parkmobile.io (470-945-4236) Brooke Krieger – Regional Sales Director (Sales Leader – Central and Southern US) brooke.krieger@parkmobile.io (850) 321-2074 Ron Ross – Regional Sales Director (Sales Leader – Eastern and Midwestern US) ron.ross@parkmobile.io (774) 281-5520 Brooke Feldman – VP, Account Management (Executive Contact – Account Management) brooke.feldman@parkmobile.io Nathan Would – Director of Account Management (Contract Manager – Post Deployment) nathan.would@parkmobile.io Donnie Senterfitt – Sr. Field Marketing Manager (Marketing Contact)
5.1.2. Sales Organization. Provide a description of your sales organization, including key staff	ParkMobile's sales organization is consisted entirely of in- house employees who are product experts that will assist Equalis participating entities in every phase of their procurement process. ParkMobile's sales team has recently

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members, the size of the organization, in-house vs. third- party sales resources, geographic territories, vertical market segmentation, etc.	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 Vancouver Canada and leads our sales efforts in the Pacific Northwest.		
	ParkMobile's sales organization is split into two main segments: public and private. Our public sales effort is led by Dave Holler and consists of municipalities, universities, airports and any other 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.		
	Our private sales effort is led by Andy Harman and consists of event venues, private operators, and any other sales efforts that are not with public entities.		
	In total ParkMobile has over 30 in-house staff members that are part of our sales organization.		
5.2. Contract Implementation Strategy & Expectations	5.2. Contract Implementation Strategy &		
5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?	Our expectation in the event of an award is for us to continue to provide customers across North America with the best mobile payment solution on the market with the added benefit of introducing our Equalis contract as a means of procurement. We are excited about the prospect of partnering with Equalis to continue to modernize and improve the landscape of the parking and mobility industry.		
5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; and the time	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, utilizing social media such as LinkedIn, and regular presence at national and regional trade shows. We will integrate the Equalis contract into our sales process by letting potential customers know that they have the option to procure our solution via the master agreement. We will explain the benefits of cooperative purchasing through Equalis so that they understand how procuring our solution through Equalis will make their procurement process quicker and less of a hassle.		
frames in which this will be completed.	Our vision for the next five years is to continue to provide the very best mobile parking payment solutions to our clients and we foresee the Equalis contract as a great way for us to continue to do so as it will provide a simpler path to		

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	procurement for entities across the US who do not have the resources or time to put together a lengthy RFP procurement process.
5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?	ParkMobile's key mission statement is "to make cities more livable." We do this by creating innovative solutions that connect parking and mobility ecosystems, thereby eliminating friction and maximizing convenience and efficiency. Our main objective for the next five years is to continue to grow our presence across North America and realize continued sales growth year over year. As detailed above, a contract with Equalis will provide entities across the US with a simple process of procuring our solutions without lengthy procurement processes such as RFPs. This will be an important piece to realizing our goal of making cities in the US more livable by giving all clients, big or small, and whether they have the resources to go through a full procurement process or not, to have the access and ability to contract with ParkMobile.

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6. Admin Fee & Reporting

6.1. Administration Fee & Reporting

6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.	
The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing products and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.	
Please provide your proposed Administrative Fee percentage or structure.	
NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model</u> <u>Administration Agreement</u> .	
6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	ParkMobile understands this requirement and will regularly provide monthly reports detailing sales invoiced the prior month, if applicable.
6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that your sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and	Vendor fees are uploaded into an automated sales reporting module with the specific terms of the contract, along with identification of administrative fees due to third parties such as Equalis. 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 Equalis are calculated by downloading the transactional level detail by vendor directly from our internal reporting portal and applying the administrative fees structures per the terms of the master



Winning Supplier remit the proper	agreement. The calculation will be shared with an Equalis
admin fee to Equalis.	representative via email.

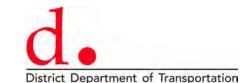




ParkMobile References

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:



Background:

haley.peckett@dc.gov

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.

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 1 million meterUP app downloads. Today, ParkMobile is deployed in over 32,000 spaces across Philadelphia.

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







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 7,200 spaces citywide and has already amassed over 6.2 million transactions and more than 940,000 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. As a Software as a Service provider, contract amounts and budgets are not applicable to our solution. ParkMobile provides our services free of charge to our clients.

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



Fort Worth_®

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 20,000 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.

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.

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 9,400 spaces citywide. The city averages over 170,000 ParkMobile transactions per month, with more than 1 million lifetime users.

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 2 million transactions and more than 250,000 users. ParkMobile is active in over 3,400 spaces citywide.

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, almost 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.

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise
 Respondent certifies that this firm is an MWBE: Yes No
 List certifying agency: Click or tap here to enter text.
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE") Respondent certifies that this firm is a SBE or DBE: Yes No List certifying agency: Click or tap here to enter text.
- c. Disabled Veterans Business Enterprise (DVBE) Respondent certifies that this firm is an DVBE: Yes No List certifying agency: Click or tap here to enter text.
- d. Historically Underutilized Businesses (HUB) Respondent certifies that this firm is an HUB: ☐Yes ∑No List certifying agency: Click or tap here to enter text.
- e. Historically Underutilized Business Zone Enterprise (HUBZone) Respondent certifies that this firm is an HUBZone: Yes No List certifying agency: Click or tap here to enter text.
- f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: \Box Yes \boxtimes No List certifying agency: Click or tap here to enter text.

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PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

PCI compliance is the most frequently required certification that clients request. ParkMobile holds many state and local licenses and registrations that can be provided as needed.

We have attached our latest PCI Attestation of Compliance after this page.

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Payment Card Industry Data Security Standard

Entity Name:ParkMobile, LLC.Scope Name:ParkMobile Electronic Payment
Solutions (EPS)Assessment End Date:December 07, 2023Date of Report:December 13, 2023



ParkMobile

Attestation of Compliance for Report on Compliance – Service Providers Version 4.0

Revision 1 Publication Date: December 2022



Section 1 Assessment Information

Instructions for Submission

This Attestation of Compliance (AOC) must be completed as a declaration of the results of the service provider's assessment against the *Payment Card Industry Data Security Standard (PCI DSS) Requirements and Testing Procedures (*"Assessment"). Complete all sections. The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the entity(ies) to which this AOC will be submitted for reporting and submission procedures.

This AOC reflects the results documented in an associated Report on Compliance (ROC). Associated ROC sections are noted in each AOC Part/Section below.

Capitalized terms used but not otherwise defined in this document have the meanings set forth in the PCI DSS Report on Compliance Template.

Part 1. Contact Information	
Part 1a. Assessed Entity (ROC Section 1.1)	
Company name:	ParkMobile, LLC.
DBA (doing business as):	
Company mailing address:	1100 Spring Street NW, Suite 200, Atlanta GA 30309
Company main website:	https://ParkMobile.com
Company contact name:	Tony Stewart
Company contact title:	Chief Legal & Privacy Officer
Contact phone number:	678-279-5501
Contact e-mail address:	Tony.Stewart@parkmobile.io
Part 1b. Assessor (ROC Section 1.1)	

Provide the following information for all assessors involved in the Assessment. If there was no assessor for a given assessor type, enter Not Applicable.

PCI SSC Internal Security Assessor(s)	
ISA name(s):	Not Applicable
Qualified Security Assessor	
Company name:	Aprio LLP
Company mailing address:	2002 Summit Boulevard, Suite 120 Atlanta, GA 30319 – 1498
Company website:	aprio.com
Lead Assessor name:	Christopher Wright
Assessor phone number:	404-984-3600
Assessor e-mail address:	Christopher.wright@aprio.com

PCI DSS v4.0 Attestation of Compliance for Report on Compliance - Service Providers r1 © 2006 - 2022 PCI Security Standards Council, LLC. All rights reserved.



Assessor certificate number:	206-311	
Part 2. Executive Summary		
Part 2a. Scope Verification		
Services that were <u>INCLUDED</u> in t	he scope of the Assessment (select	all that apply):
Name of service(s) assessed:	ParkMobile Electronic Parking Soluti	ons (EPS)
Type of service(s) assessed:		
Hosting Provider:	Managed Services:	Payment Processing:
Applications / software	Systems security services	POI / card present
Hardware	☐ IT support	☑ Internet / e-commerce
Infrastructure / Network	Physical security	🛛 MOTO / Call Center
Physical space (co-location)	Terminal Management System	🗆 ATM
□ Storage	☐ Other services (specify):	Other processing (specify):
U Web-hosting services		
Security services		
□ 3-D Secure Hosting Provider		
Multi-Tenant Service Provider		
Other Hosting (specify):		
Account Management	☐ Fraud and Chargeback	Payment Gateway/Switch
Back-Office Services	Issuer Processing	Prepaid Services
Billing Management	Loyalty Programs	Records Management
Clearing and Settlement	Merchant Services	Tax/Government Payments
Network Provider		
Others (specify):		

Note: These categories are provided for assistance only and are not intended to limit or predetermine an entity's service description. If these categories do not apply to the assessed service, complete "Others." If it is not clear whether a category could apply to the assessed service, consult with the entity(ies) to which this AOC will be submitted.



Part 2a. Scope Verification (continued)

Services that are provided by the service provider but were <u>NOT INCLUDED</u> in the scope of the
Assessment (select all that apply):

Name of service(s) not assessed: None – Any services not explicitly listed as in-scope

Type of service(s) not assessed:

Hosting Provider:	Managed Services:	Payment Processing:
Applications / software	□ Systems security services	POI / card present
□ Hardware	☐ IT support	Internet / e-commerce
Infrastructure / Network	Physical security	MOTO / Call Center
□ Physical space (co-location)	Terminal Management System	□ ATM
□ Storage	Other services (specify):	Other processing (specify):
U Web-hosting services		
Security services		
□ 3-D Secure Hosting Provider		
Multi-Tenant Service Provider		
Other Hosting (specify):		
Account Management	Fraud and Chargeback	Payment Gateway/Switch
Back-Office Services	Suer Processing	Prepaid Services
Billing Management	Loyalty Programs	Records Management
Clearing and Settlement	Merchant Services	Tax/Government Payments

Network Provider

Others (specify):

Provide a brief explanation why any checked services Not Applicable were not included in the Assessment:

Part 2b. Description of Role with Payment Cards (ROC Section 2.1)		
Describe how the business stores, processes, and/or transmits account data.	ParkMobile accepts account data via the various ParkMobile payment applications to purchase temporary parking spaces.	
	Storage: Only the Permixx and Phonixx applications store account data. Where account data is captured via the ParkMobile Permixx and Phonixx applications, account data is stored in Microsoft SQL databases, hosted in the AWS Cloud Infrastructure. Account data is protected with column level AES 256-bit encryption.	



	Processes : Card processing takes place using multiple payment processing and gateway providers. Processing takes place via a ParkMobile published payment API, and account data is forwarded to the third-party payment processing and gateway providers via TLS 1.2 or greater. PCI-DSS transaction authorization and settlement, as well as tokenization services are provided by the third-party processors.
	Transmits: ParkMobile customers or call center personnel enter account data into the ParkMobile applications (listed below) which is transmitted to the ParkMobile infrastructure, utilizing a TLS v1.2 connection, prior to being transmitted to payment processors for authorization and settlement.
Describe how the business is otherwise involved in or has the ability to impact the security of its customers' account data.	ParkMobile has the ability to impact the security of its customers account data through the storage and transmission of cardholder data using solutions published, configured, and managed by the entity within its AWS Cloud Hosted Infrastructure.
	Additionally, ParkMobile manages the secure development and maintenance of all ParkMobile applications which collect account data.
	ParkMobile also captures account data and inputs that data into the ParkMobile web application as part of call center operations.
Describe system components that could impact the security of account data.	Systems that could impact the security of account data are listed below in Part 2c in greater detail and are as follows: EC2 Virtual Servers, Security Groups providing firewall functionality, load balancers, Kubernetes clusters and nodes, Okta & Active Directory IAM mechanisms, GuardDuty IDS/IPS, AWS WAF, AWS Workspaces, Employee Workstations.

Part 2c. Description of Payment Card Environment		
Provide a high-level description of the environment covered by this Assessment.	The assessment covered configurations of systems and connections, and access within	
For example:	the ParkMobile Production AWS VPC which is considered the CDE. The CDE is comprised of the following ParkMobile applications:	
 Connections into and out of the cardholder data environment (CDE). 		
Critical system components within the CDE, such as POI	- Reservations	
devices, databases, web servers, etc., and any other	- US Phonixx	
necessary payment components, as applicable.	- USIOS	
System components that could impact the security of	- US Android	
account data.	- US Permixx	

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- Zone and Parking Guest Checkout Web
- Reservations
- Tolling

-

Connections into and out of the CDE are governed by AWS load balancers, security groups, and VPC configurations. The assessment covered configurations of systems and connections, and access within the ParkMobile Production AWS VPC which is considered the CDE. This is to ensure the security and compliance within the AWS Cloud Infrastructure, secure coding, and code security testing methodologies and the administration of and remote access into the CDE.

Critical system components (including those that could impact the security of account data) include:

- AWS Workspaces Dedicated for ParkMobile call center support users to capture account data.
- AWS Security Groups which are utilized to limited connections to and from the CDE to that which is necessary for the operation of ParkMobile Infrastructure Management and Payment Application Traffic.
- EC2 Instances which are utilized as virtual servers to be used as bastion hosts, Kubernetes hosts and nodes.
- Okta which is used in conjunction with Microsoft Active Directory as the IAM Mechanism to manage access to system components and the CDE.
- DataDog which is utilized as the SIEM Solution to capture events of all system components and user activity in the CDE for security event monitoring.
- GuardDuty and Inspector which are AWS Solutions used for intrusion detection & prevention and identifying security vulnerabilities and patching requirements.
 - Slack which is used to communicate alerts to ParkMobile Security Personnel.
- Terraform which is used to manage security baselines and configurations



as "infrastructure as code" in the AWS Cloud Hosted CDE.

 AWS WAF blocking malicious traffic to web-based applications.

Indicate whether the environment includes segmentation to reduce the scope of the Assessment.

(Refer to the "Segmentation" section of PCI DSS for guidance on segmentation)

Part 2d. In-Scope Locations/Facilities (ROC Section 4.6)

List all types of physical locations/facilities (for example, corporate offices, data centers, call centers and mail rooms) in scope for this Assessment.

Facility Type	Total Number of Locations (How many locations of this type are in scope)	Location(s) of Facility (city, country)
AWS Datacenter	1	East Virginia, USA
Call Center	2	Monterrey, Mexico Atlanta, USA



Part 2e. PCI SSC Validated Products and Solutions (ROC Section 3.3)

Does the entity use any item identified on any PCI SSC Lists of Validated Products and Solutions*?

 \Box Yes \boxtimes No

Provide the following information regarding each item the entity uses from PCI SSC's Lists of Validated Products and Solutions:

Name of PCI SSC- validated Product or Solution	Version of Product or Solution	PCI SSC Standard to which Product or Solution Was Validated	PCI SSC Listing Reference Number	Expiry Date of Listing
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

* For purposes of this document, "Lists of Validated Products and Solutions" means the lists of validated products, solutions, and/or components, appearing on the PCI SSC website (www.pcisecuritystandards.org) (for example, 3DS Software Development Kits, Approved PTS Devices, Validated Payment Software, Payment Applications (PA-DSS), Point to Point Encryption (P2PE) solutions, Software-Based PIN Entry on COTS (SPoC) solutions, and Contactless Payments on COTS (CPoC) solutions).



Part 2f. Third-Party Service Providers

(ROC Section 4.4)

For the services being validated, does the entity have relationships with one or more thirdparty service providers that:

-			
•	Store, process, or transmit account data on the entity's behalf (for example, payment gateways, payment processors, payment service providers (PSPs, and off-site storage))	⊠ Yes	□ No
•	Manage system components included in the entity's Assessment (for example, via network security control services, anti-malware services, security incident and event management (SIEM), contact and call centers, web-hosting companies, and IaaS, PaaS, SaaS, and FaaS cloud providers)	⊠ Yes	□ No

• Could impact the security of the entity's CDE (for example, vendors providing support via remote access, and/or bespoke software developers).

If Yes:

Name of Service Provider:	Description of Services Provided:	
Amazon Web Services (AWS)	Cloud Hosted Infrastructure	
UJET	Call Center Services	
Chase Paymentech	Payment Processing	
EasyPark AB	Customer Parking Solutions	
Centris Information Services	Call Center Services	
Snowflake	Data Warehousing	
Note: Requirement 12.8 applies to all entities in this list.		



Part 2g. Summary of Assessment (ROC Section 1.8.1)

Indicate below all responses provided within each principal PCI DSS requirement.

PCI DSS Requirement	Requirement Finding More than one response may be selected for a given requirement. Indicate all responses that apply.			Select If Below Method(s) Was Used		
Requirement	In Place	Not Applicable	Not Tested	Not in Place	Customized Approach	Compensating Controls
Requirement 1:	\boxtimes	\boxtimes				
Requirement 2:	\boxtimes					
Requirement 3:						
Requirement 4:						
Requirement 5:						
Requirement 6:						
Requirement 7:						
Requirement 8:						
Requirement 9:						
Requirement 10:						
Requirement 11:						
Requirement 12:						
Appendix A1:						
Appendix A2:						
Appendix A3:						



Section 2 Report on Compliance

(ROC Sections 1.2 and 1.3.2)

Date Assessment began: Note: This is the first date that evidence was gathered, or observations were made.				August 23, 2023	
Date Assessment ended: Note: This is the last date that evidence was gathered, or observations were made.					December 7, 2023
Were any requirements in the ROC unable to be	met due to	a legal cor	straint?		No
Were any testing activities performed remotely? If yes, for each testing activity below, indicate whe performed:	ether remot	te assessm	ent activiti	es were	🛛 Yes 🗆 No
Examine documentation		Yes		No	
Interview personnel		Yes		No	
Examine/observe live data		Yes		No	
Observe process being performed		Yes		No	
Observe physical environment		Yes		No	
Interactive testing		Yes		No	
Other:		Yes		No	



Section 3 Validation and Attestation Details

Part 3. PCI DSS Validation (ROC Section 1.7)

This AOC is based on results noted in the ROC dated (*Date of Report as noted in the ROC 2023-12-07*. Indicate below whether a full or partial PCI DSS assessment was completed:

- ☑ **Full Assessment** All requirements have been assessed and therefore no requirements were marked as Not Tested in the ROC.
- □ **Partial Assessment** One or more requirements have not been assessed and were therefore marked as Not Tested in the ROC. Any requirement not assessed is noted as Not Tested in Part 2g above.

Based on the results documented in the ROC noted above, each signatory identified in any of Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (*select one*):

Compliant: All sections of the PCI DSS ROC are complete, and all assessed requirements are marked as being either In Place or Not Applicable, resulting in an overall COMPLIANT rating; thereby ParkMobile, LLC. has demonstrated compliance with all PCI DSS requirements except those noted as Not Tested above.		
Non-Compliant: Not all sections of the PCI DSS ROC are complete, or one or more requirements are marked as Not in Place, resulting in an overall NON-COMPLIANT rating; thereby <i>(Service Provider Company Name)</i> has not demonstrated compliance with PCI DSS requirements.		
Target Date for Complian	ce:	
An entity submitting this form with a Non-Compliant status may be required to complete the Action Plan in Part 4 of this document. Confirm with the entity to which this AOC will be submitted before completing Part 4.		
 Compliant but with Legal exception: One or more assessed requirements in the ROC are marked as Not in Place due to a legal restriction that prevents the requirement from being met and all other assessed requirements are marked as being either In Place or Not Applicable, resulting in an overall COMPLIANT BUT WITH LEGAL EXCEPTION rating; thereby (<i>Service Provider Company Name</i>) has demonstrated compliance with all PCI DSS requirements except those noted as Not Tested above or as Not in Place due to a legal restriction. This option requires additional review from the entity to which this AOC will be submitted. <i>If selected, complete the following:</i> 		
Affected Requirement Details of how legal constraint prevents requirement from being met		
Enter Response Here	«[Default Sheet] 1 Details of how legal constraint prevents requirement from being met (AOC Response)»	
	as being either In Place of ParkMobile, LLC. has de Not Tested above. Non-Compliant: Not all s marked as Not in Place, re <i>Company Name</i>) has not Target Date for Complian An entity submitting this for in Part 4 of this document completing Part 4. Compliant but with Lega as Not in Place due to a le assessed requirements ar COMPLIANT BUT WITH demonstrated compliance as Not in Place due to a le This option requires additi <i>If selected, complete the f</i>	



Part 3a. Service Provider Acknowledgement

Signatory(s) confirms:

(Select all that apply)

	The ROC was completed according to <i>PCI DSS</i> , Version 4.0 and was completed according to the instructions therein.
	All information within the above-referenced ROC and in this attestation fairly represents the results of the Assessment in all material respects.
\square	PCI DSS controls will be maintained at all times, as applicable to the entity's environment.

Part 3b. Service Provider Attestation

Tony Stewart

Signature of Service Provider Executive Officer $ earrow$	Date: 2023-12-13
Service Provider Executive Officer Name: Tony Stewart	Title: Chief Legal & Privacy Officer

Part 3c. Qualified Security Assessor (QSA) Acknowledgement		
If a QSA was involved or assisted with this Assessment, indicate the role performed:	QSA performed testing procedures.	
	QSA provided other assistance.	
	If selected, describe all role(s) performed:	

Christopher Wright

Signature of Lead QSA ↑	Date: 2023-12-13
-------------------------	------------------

Lead QSA Name: Christopher Wright

Dau Schroeder

Signature of Duly Authorized Officer of QSA Company \emph{T}	Date: 2023-12-13	
Duly Authorized Officer Name: Dan Schroeder	QSA Company: Aprio, LLP.	

Part 3d. PCI SSC Internal Security Assessor (ISA) Involvement		
If an ISA(s) was involved or assisted with this Assessment, indicate the role performed:	☐ ISA(s) performed testing procedures.	
Assessment, indicate the fole performed.	 ISA(s) provided other assistance. If selected, describe all role(s) performed: 	



Part 4. Action Plan for Non-Compliant Requirements

Only complete Part 4 upon request of the entity to which this AOC will be submitted, and only if the Assessment has Non-Compliant results noted in Section 3.

If asked to complete this section, select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement below. For any "No" responses, include the date the entity expects to be compliant with the requirement and provide a brief description of the actions being taken to meet the requirement.

PCI DSS Requirement	Description of Requirement	Compliar DSS Requ (Select	irements	Remediation Date and Actions (If "NO" selected for any Requirement)	
		YES	NO	Requirement)	
1	Install and maintain network security controls				
2	Apply secure configurations to all system components				
3	Protect stored account data				
4	Protect cardholder data with strong cryptography during transmission over open, public networks				
5	5 Protect all systems and networks from malicious software				
6	Develop and maintain secure systems and software				
7	Restrict access to system components and cardholder data by business need to know				
8	Identify users and authenticate access to system components				
9	Restrict physical access to cardholder data				
10	Log and monitor all access to system components and cardholder data				
11	Test security systems and networks regularly				
12	Support information security with organizational policies and programs				
Appendix A1	Additional PCI DSS Requirements for Multi- Tenant Service Providers				
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS for Card- Present POS POI Terminal Connections				



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Signature Certificate

Reference number: QHKUH-NGKXS-UZLVE-BV2XJ

Signer	Timestamp
Christopher Wright Email: christopher.wright@aprio.c	om
Sent:	13 Dec 2023 18:48:12 UTC
Viewed:	13 Dec 2023 18:52:59 UTC
Signed:	13 Dec 2023 18:53:30 UTC
Recipient Verification:	
✓Email verified	13 Dec 2023 18:52:59 UTC
Tony Stewart Email: tony.stewart@parkmobile.iu	0
Sent:	13 Dec 2023 18:48:12 UTC
Viewed:	15 Dec 2023 21:04:17 UTC
Signed:	15 Dec 2023 21:04:32 UTC
Recipient Verification:	
✓Email verified	15 Dec 2023 21:04:17 UTC
Dan Schroeder Email: dan.schroeder@aprio.com	
Sent:	13 Dec 2023 18:48:12 UTC
Viewed:	16 Dec 2023 19:35:42 UTC
Signed:	16 Dec 2023 19:36:14 UTC
Recipient Verification:	
 Email verified 	16 Dec 2023 19:35:42 UTC
Document completed by all parties	s on:

Signature

Christopher Wright

IP address: 73.106.97.183 Location: Cumming, United States

Touy Stewart

IP address: 172.226.197.28 Location: New York, United States

Dau Schroeder

IP address: 166.199.150.129 Location: Charlotte, United States

16 Dec 2023 19:36:14 UTC

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Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is "unresolved" at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- □ Yes
- ⊠ No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. Mandatory Contract Performance Disclosure.

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, **"formal claims"** means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. ParkMobile does not have any formal claims to disclose.

2. Mandatory Disclosure of Governmental Investigations.

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. ParkMobile does not have any government investigations to disclose.

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

- □ Yes
- No No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Respondent Response: N/A. ParkMobile intends to sell the services proposed in this RFP via our own sales force.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.

I, Justin Clifford, hereby certify and affirm that_ParkMobile, LLC, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the Unites States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Justin Clifford, hereby certify and affirm that <u>ParkMobile, LLC</u>, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as oppased to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

<u>AND</u>

I, Justin Clifford, hereby certify and affirm that <u>ParkMobile, LLC</u>, is not on the list established by the Ohio Secretary of State, pursuant to <u>ORC Section 121.23</u>, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

fur th <u>AND</u>

I, Justin Clifford, hereby certify and affirm that *ParkMobile, LLC* either is not subject to a finding for recovery under ORC <u>Section 9.24</u>, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Justin Clifford, hereby affirm that this proposal accurately represents the capabilities and qualifications of <u>ParkMobile</u>, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature an this item may result in the disqualification of your proposal.)

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

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

Authorized signature:

Printed Name: Company Name: Mailing Address: Email Address: Job Title:

Justin Clifford	
ParkMobile, LLC	
1100 Spring St NW,	Atlanta, GA 30309
Legal-notices@park	mobile.io
Treasurer	

PROPOSAL FORM 10: DEBARMENT NOTICE

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

Respondents Name:

ParkMobile, LLC

Mailing Address:

hour

1100 Spring St NW, Atlanta, GA 30309

Signature Title of Signatory:

Justin Clifford, Treasurer

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature: Date:

4/26/2024

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

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

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

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

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

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

2. Fingerprint & Criminal Background Checks

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

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

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

Signature:

Date:

2024

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Respondent agree? Yes

(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the Respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Supplier Partner Violation or Breach of Contract Terms

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

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which mut be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Respondent agree? Yes

(Initials of Authorized Representative)

2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Respondent agree? Yes

(Initials of Authorized Representative)

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Respondent agree? Yes

(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner 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.

Does Respondent agree? Yes

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part S). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Respondent agree? <u>Yes</u>

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

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

Supplier Partner agrees to comply with the above requirements when applicable.

Does Respondent agree? Yes

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pallutian Control Act

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

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Respondent agree? Yes

(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689

(3CFR 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Respondent agree? Yes

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree? Yes (Initials of Authorized Representative)

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Respondent agree? Yes

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Respondent agree? Yes (Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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 from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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 are also prohibited.

Does Respondent agree? Yes (Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"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" means 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.

Does Respondent agree? Yes (Initials of Authorized Representative)

14. General Compliance and Coaperatian with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Respondent agree? Ye (Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Respondent agree? Yes (Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:

Printed Name: Company Name: Mailing Address: Job Title: <u>Justin Clifford</u> <u>ParkMobile, LLC</u> <u>1100 Spring Street NW, Atlanta, GA 30309</u> <u>Treasurer</u>

PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

Please answer the following question. If yes, complete this Proposal Form.

in the event of a contract award does the Respondent intend to make their products and services	
invaluate to minic eventue, attuine in the lands of seeking minicurapment from FEMA.	

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All Respondents submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding Respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), 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.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier 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.

Does Respondent agree? Yes

(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier 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."

Does Respondent agree? Yes (Initials of Authorized Representative)

(Initials of Authorized Represe

2. Changes

FEMA recommends that all contracts include a changes clause 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 depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? <u>Yes</u> (Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? Yes

(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? Yes (Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies 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.

Does Respondent agree? Yes

(Injuils of Authorized Representative)

6. Program Fraud and Faise or Fraudulent Statements or Related Acts

The Winning Supplier 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.

Does Respondent agree? Yes

(Initials of Authorized Representative)

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7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? Yes (Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? Yes

Yes (Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:

Printed Name: Company Name: Mailing Address: Job Title:

Justin Clifford ParkMobile, LLC 1100 Spring Street NW, Atlanta, GA 30309 Treasurer

PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

in the event of a contract award, does the Respondent intend to make their products and services IS Yes available to public agencies in the State of Arizona?

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

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Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Respondent agree? Yes

(Initials of Authorized Representative)

Date: 4/26/2024

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

¥.

New Jersey vendors are also 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.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:	ParkMobile, LLC
Street:	1100 Spring Street NW, Suite 200
City, State, Zip Code:	Atlanta, GA 30309

Complete as appropriate:

I, Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisians of N.J.S. 52:25-24.2 do not apply.

OR:

I, Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own o 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself o corporation or portnership, there is also set forth the nomes and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Justin Clifford, an authorized representative of ParkMobile, LLC, a corporation limited liability company, do hereby certify that the following is a list of the names and addresses of all stackholders in the corporation who own 10% or more of its stack of any class. I further certify that if ane (1) or more af such stockholders is itself a corporation ar partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name

Address

Interest

ParkMobile USA, Inc.

1100	Spring	Street	NW,	Suite	200,	100%
Atlan	ta, GA 30	309				

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

Signature: 4/26/2024 Date:

B. Non-Collusion Affidavit

Respondent Name: <u>ParkMobile, LLC</u>

Street Address: <u>1100 Spring Street NW, Suite 200</u>

City, State Zip: <u>Atlanta, GA 30309</u>

State of New Jersey Georgia

County of Fulton

I, Justin Clifford of the Atlonta in the County of Fulton, State of Georgia of full age, being duly sworn according to law on my aath depase and say that:

I am the Treasurer of the firm of ParkMobile, LLC the Respondent making the Proposal for the goods, services or public work specified under the Harrison Tawnship Board of Education attached propasal, and that I executed the said proposal with full authority to do so; that said Respandent has nat directly ar indirectly entered into any agreement, participated in any collusian, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Educatian relies upon the truth of the statements contained in said bid proposal and in the statements cantained in this affidavit in awarding the contract for the sald gaods, services or public work.

I further warrant that na person or selling agency has been emplayed or retained to solicit or secure such contract upon an agreement or understanding far a commission, percentage, brakerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature:

istin Clifford, Treasurer

20

Job Title:

Subscribed and sworn before me

this // the day of Notary Public of New Jersey

My commission expires

SEAL

Affirmative Action Affidavit (P.L. 1975, C.127) C.

Company Name:	ParkMobile, LLC
Street Address:	1100 Spring Street NW, Suite 200
City, State, Zip Code:	Atlanta, GA 30309

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No cantract and/or purchase order may be issued, however, until all Affirmotive Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Prafessional & Service Cantrocts (Exhibit A)

Suppliers must submit with proposol:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval OR
- 2. A photo capy of their Certificate of Employee Informatian Report OR
- 3. A complete Affirmative Action Emplayee Informatian Report (AA302)

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

🖉 No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Farm AA201-A upan receipt fram the Harrison Tawnship Board of Educatian

Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature

Title of Signatory:

:	June
	Areasurer

Date:

ate:	4/26/2024

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



10/16/12

1.1

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

and a second sec	STATE OF NEW JERSEY	- Const
BUSINES	SS REGISTRATION CERTIFICATE	DEPARTMENT OF TREASUR DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
		word
TAXPAYER NAME:	TRADE NAME:	State -
PARKMOBILE USA, INC.	×	and the state of the
ADDRESS:	SEQUENCE NUMBER:	
3200 COBB GALLERIA PKWY STE 10 ATLANTA GA 30339	1748578	
EFFECTIVE DATE:	ISSUANCE DATE:	8° - 1
10/16/12	10/16/12 Jone 0. 9	Juscience
	Director New Jersey Division	of Revenue
FORM-BRC This Certificate is	NOT assignable or transferable. It must be conspir	cuously displayed at above address



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	

Form AA302 Rev. 11/11

17. ADDRESS NO. & STREET

1100 Spring Street NW

CITY

Atlanta

STATE OF NEW JERSEY

Division of Purchase & Property Contract Compliance Audit Unit

EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

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Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
Office & Clerical	28	7	21	4	7		0	2	9	1			11	
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laborers (Unskilled)	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	
TOTAL	220	118	102	25	9	0	6	78	30	3	0	13	56	
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16. NAME OF PERS	ON COMPLE	TING FO	RM (Print or 1	(ype)	SIGN	ATURE		п	TLE		DATE	o (DAY)	YEAR	
Justin Clifford								Treasu	irer		1			

COUNTY

Fulton

STATE

30309

GA

ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

770 - 818 - 9036

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 it 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 <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

D. 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 Local 2006-1 (P.L. 2005, C. 271, s.2). Additional information is available in Finance Notice (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

- 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 https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html 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) 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.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a "fair and open" process (defined at <u>N.J.S.A.</u> 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (<u>N.J.S.A.</u> 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:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o 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.

<u>N.J.S.A.</u> 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.

¹<u>N.J.S.A.</u> 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."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Page | 43

Vendor Name:		ParkMobile, LLC			
Address:	1100	Spring Street NW, Suite	200		
City:	Atlanta		State: GA	 Zip:30309	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

2 **Justin Clifford**

Signature of Vendor

Printed Name

Treasurer Title

Part II -- Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$
······································			
Manufacture (1997)			

Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Check here if the information is continued on subsequent page(s)

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 <u>WWW.NJ.GOV/DCA/LGS/P2P</u> A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business: ParkMobile, LLC

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: Stockholder Name
Home Address: 1100 Spring Street NW, Suite 200 Home Address Atlanta, GA 30309	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address:	Home Address:
Home Address	Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address:	Home Address:
Home Address	Home Address
Subscribed and sworn before me this <u>//</u> day of <u>April</u> , 2024. (Notary Public) (Notary Public) (Notary Public) State of Georgia Gwinnett County My Commission expires Feb. 17, 2028	(Affrant) Justin Clifford, Treasurer (Corporate Seal)

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions. (*Note: If none are listed below, it is understood that no exceptions/deviations are taken.*)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(**Note**: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

<u>Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis</u> <u>Group and the Winning Supplier will occur after contract award.</u>

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

<u>Redlined copies of this agreement should not be submitted with the response</u>. Should a Respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the Respondent. Respondents must select one of the following options for submitting their response.

- Respondent agrees to all terms and conditions in **<u>Attachment A Sample Administration Agreement</u>**.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence with Equalis Group after CCOG has completed the contract award.

PROPOSAL FORM 21: MASTER AGREEMENT SIGNATURE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD. RESPONDENTS WHO FAIL TO DO SO WILL BE DETERMINED UNRESPONSIVE AND WILL NO LONGER BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal 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.

Company Name	ParkMobile, LLC	
Address	1100 Spring Street NW, Suite 200	
City/State/Zip	Atlanta, GA 30309	
Phone Number	770-818-9036	
Email Address	legal-notices@parkmobile.io	
Printed Name	Justin Clifford	
Job Title	Treasurer	
Authorized Signature	Just	
Initial Term of the Maste	erAgreement	
Contract Effective Date:	July 1, 2024	
Contract Expiration Date	e: June 30, 2028	
Contract Number:	COG-2154C	
	(Note: Contract Number will be applied prior to CCOG ond Equalis Group countersign	ing.)

The Cooperative Council *o*f Governments, Inc. 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139

Equalis Group, LLC. 5540 Granite Parkway, Suite 200 Plano, Texas 75024

Ву:	Dr. Franklyn A. Corlett Dr. Franklyn A. Corlett (Jul 16, 2024 08:30 EDT)	Ву:	Ein Mu	
Name:	Franklyn A. Corlett	Name:	Eric Merkle	
As:	CCOG Board President	As:	EVP, Procurement & Operations	
Date:	Jul 16, 2024	Date:	Jul 16, 2024	

Agreement - Park Mobile & CCOG (Master) - 2024.07.01

Final Audit Report

2024-07-16

Created:	2024-07-15
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVhLhCXNPjzlKrV7jYWqXtkj9lfUYXptl

"Agreement - Park Mobile & CCOG (Master) - 2024.07.01" Histo ry

- Document created by David Robbins (drobbins@equalisgroup.org) 2024-07-15 - 1:25:04 PM GMT
- Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature 2024-07-15 - 1:27:08 PM GMT
- Email viewed by Eric Merkle (emerkle@equalisgroup.org) 2024-07-16 - 12:17:02 PM GMT
- Document e-signed by Eric Merkle (emerkle@equalisgroup.org) Signature Date: 2024-07-16 - 12:17:12 PM GMT - Time Source: server
- Document emailed to fcorlett@solonohio.org for signature 2024-07-16 - 12:17:16 PM GMT
- Email viewed by fcorlett@solonohio.org 2024-07-16 - 12:17:41 PM GMT
- Signer fcorlett@solonohio.org entered name at signing as Dr. Franklyn A. Corlett 2024-07-16 - 12:30:35 PM GMT
- Document e-signed by Dr. Franklyn A. Corlett (fcorlett@solonohio.org) Signature Date: 2024-07-16 - 12:30:37 PM GMT - Time Source: server
- Agreement completed.
 2024-07-16 12:30:37 PM GMT