

# Proposal: Parking & Mobility Consulting



**National Cooperative Purchasing Alliance (NCPA)  
Region 14 Education Service Center  
Parking & Mobility Consulting  
Solicitation Number: 31-21  
November 18, 2021  
Dixon Resources Unlimited**

**DIXON**  
RESOURCES UNLIMITED

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## Cover Letter

November 18, 2021

Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601

Dixon Resources Unlimited (DIXON) is pleased to submit this Proposal to Region 14 Education Service Center (ESC) for a Master Agreement for parking and mobility consulting services available through the National Cooperative Purchasing Alliance (NCPA) RFP #31-21. Region 14 ESC, as the lead public agency, has partnered with NCPA to make this contract available to all participating agencies in the United States.

With over 30 years of parking and transportation management experience, DIXON's core mission is to support municipal and public agency parking programs. We consider ourselves to be "Parking Coaches" because we offer best in class municipal parking solutions across a broad spectrum of services. As parking-specific consultants, we depart from the typical way of thinking. We are operational specialists who have been involved at every level of parking programs from solicitation, deployment, operation, and maintenance of municipal parking solutions. We believe that every parking program requires a customized approach, and we design our recommendations to provide a right-sized strategy for each project.

With DIXON, there is no "cookie-cutter" parking solution. One of our key business objectives is to support our clients with the development of their customized parking strategy roadmaps and, most critically, define their current and future parking and transportation needs. Our specific areas of expertise include the development of policy guidelines, feasibility studies, operational strategies, technical specifications, and assistance with vendor procurement and implementation.

Established as a California S-Corporation for nearly nine years, we have consistently proved our ability to identify and implement operations, management, and technology recommendations to transition municipal parking operations to long-term, sustainable programs. We have worked extensively with the cities of Paso Robles, Beverly Hills, Newport Beach, Pasadena, Spokane, Beaverton, Oceanside, Seal Beach, San Leandro, and Park City, in addition to some of the largest parking programs in the country, including Los Angeles, San Francisco, and Denver, to transform the parking experience for customers.

DIXON is a certified WBE, SBE, and DBE consulting firm with an extensive history working with municipal and public agencies to develop optimized parking solutions. Our understanding of regional and national trends, key stakeholders, and the costs/benefits associated with longer-term parking supply, puts us in a unique position to consider a targeted range of program impacts for a variety of agencies under this contract.

We are very honored that DIXON has supported several award-winning parking operations including, in March 2019, the Parking Today Award received by the Seal Beach Police Department for Parking Technology Innovation and, in November 2018, the California Public Parking Program of the Year received by San Leandro. Both recognitions were the result of collaborative, hands-on partnerships that involved extensive community outreach and program development in support of sustainable, technology-integrated parking operations.

We are also proud to have supported the award-winning program in Paso Robles, which adopted a first-of-its-kind, on-street paid parking program with a customer-first approach to parking management. Our support in Paso Robles has provided decision-makers with the tools to achieve sweeping changes to the downtown core. In the span of less than one year, Paso Robles went from having no time limits to successfully introducing parking permits, pay stations, mobile payment, and merchant validation.

I am the Principal Consultant and will serve as the designated contact for this proposal. We look forward to hearing from you and will work tirelessly to achieve the parking and mobility projects issued under this contract.



Sincerely,

Julie Dixon, President  
3639 Midway Drive, Ste. B345  
San Diego, CA 92110  
(213) 716-6933  
julie@dixonresourcesunlimited.com

# Tab 1 – Master Agreement General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

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



# Process

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

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  - Provide both On-premise solutions as well as Cloud based solutions.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

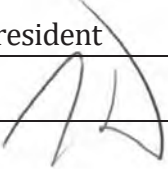
## Tab 1 - Master Agreement/Signature Form

### Signature Form

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

Prices are guaranteed: **120 days**

Company name	Dixon Resources Unlimited
Address	3639 Midway Drive Suite B345
City/State/Zip	San Diego, CA 92110
Telephone No.	213-716-6933
Fax No.	619-221-8006
Email address	julie@dixonresourcesunlimited.com
Printed name	Julie Dixon
Position with company	President
Authorized signature	

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of December 13, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Dixon Resources Unlimited (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 13, 2021, referenced as Contract Number 05-62, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Parking & Mobility Consulting;

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

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

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

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

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

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

#### ◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

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

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

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

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

◆ General Provisions

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

<b>National Cooperative Purchasing Alliance:</b>	<b>Vendor:</b>	<u>Dixon Resources Unlimited</u>
Name: <u>Matthew Mackel</u>	Name: <u>Julie Dixon</u>	
Title: <u>Director, Business Development</u>	Title: <u>President</u>	
Address: <u>PO Box 701273</u>	Address: <u>3639 Midway Drive Suite B345</u>	
		<u>San Diego, CA 92110</u>
Signature: 	Signature: 	
Date: <u>December 13, 2021</u>	Date: <u>11/16/2021</u>	

## Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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



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

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

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

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

- **Minority / Women Business Enterprise**
  - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
  - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of San Diego, State of CA

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

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

◆ **Distribution Channel**

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

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

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Ananda Aleman

Title: Business Operation Manager

Company: Dixon Resources Unlimited

Address: 3639 Midway Drive Suite B345

City: San Diego State: CA Zip: 92110

Phone: 352-262-0187 Email: ananda@dixonresourcesunlimited.com

- Purchase Orders

Contact Person: Ananda Aleman  
 Title: Business Operations Manager  
 Company: Dixon Resources Unlimited  
 Address: 3639 Midway Drive Suite B345  
 City: San Diego State: CA Zip: 92110  
 Phone: 352-262-0187 Email: admin@dixonresourcesunlimited.com

- Sales and Marketing

Contact Person: Julie Dixon  
 Title: President  
 Company: Dixon Resources Unlimited  
 Address: 3639 Midway Drive Suite B345  
 City: San Diego State: CA Zip: 92110  
 Phone: 213-716-6933 Email: julie@dixonresourcesunlimited.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
    - Yes  No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
  - Yes  No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
  - Yes  No

- ◆ Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
None			

## Tab 4 – Vendor Profile

### Company’s official registered name:

Dixon Resources Unlimited

### Company History:

With over 30 years of parking and transportation management experience, Julie Dixon founded Dixon Resources Unlimited in 2012 with the direct goal of supporting municipal parking programs. We consider ourselves to be “Parking Coaches” because we offer the best in class parking solutions across a broad spectrum, including:

Parking Management	Curbside Management	Parking Studies
Stakeholder Engagement	Financial Reporting	Officer Training Programs
Technology/Automation	Revenue Reconciliations	Procurement/Solicitations
Monetization Modeling	Best Practice Comparisons	Contract/Permit Management

Based upon industry awareness and familiarity with parking technology and current developments, DIXON has been sought for feedback and direction from parking programs both nationally and globally. Our familiarity with parking processes, policy, and overall technology and service solutions provides a direct benefit to our customers. DIXON has extensive knowledge and hands-on experience with the solicitation, development, deployment, operation, and maintenance of solutions ranging from municipal parking programs to automated enforcement systems. We have been responsible for establishing policies, defining objectives, and delivering on initiatives for agencies of all sizes.

## Performance Track Record

Our work has garnered an impressive client list, including the following agencies listed below.

AZ	Northern Arizona Univ.	CA	Pierce College	MI	Birmingham
AR	Little Rock	CA	Port of San Diego	MT	Whitefish
CA	Alameda	CA	Redding	NE	La Vista
CA	Anaheim	CA	San Francisco	NJ	Atlantic City
CA	Bay Area Rapid Transit	CA	San Jose	NJ	Princeton
CA	Berkeley	CA	San Leandro	NM	Albuquerque
CA	Beverly Hills	CA	Sausalito	NV	Las Vegas
CA	Costa Mesa	CA	Seal Beach	NV	Reno
CA	Chico	CA	South Lake Tahoe	NV	Tahoe Transportation
CA	Davis	CA	Stanford Univ.	OH	Columbus
CA	Downey	CA	Truckee	OH	Dublin
CA	Laguna Beach	CA	Tustin	OR	Beaverton
CA	Los Angeles (DOT)	CO	Denver	TX	Austin
CA	Los Angeles County	CT	New Haven	TX	Buda
CA	Monterey	CT	Stamford	TX	Dallas
CA	Mountain View	FL	Brevard	TX	McKinney
CA	Napa	FL	Oakland Park	TX	Temple
CA	National City	FL	Seaside	UT	Park City
CA	Newport Beach	FL	Tallahassee	UT	Salt Lake City
CA	Norwalk	HI	Maui	UT	Springdale
CA	Oakland	ID	Boise	WA	Port of Seattle
CA	Oceanside	ID	Ketchum	WA	Seattle
CA	Palo Alto	IL	Oak Park	WA	Spokane
CA	Pasadena	LA	Louisiana State Univ.	WA	Vancouver
CA	Paso Robles	MI	Ann Arbor	WI	Milwaukee

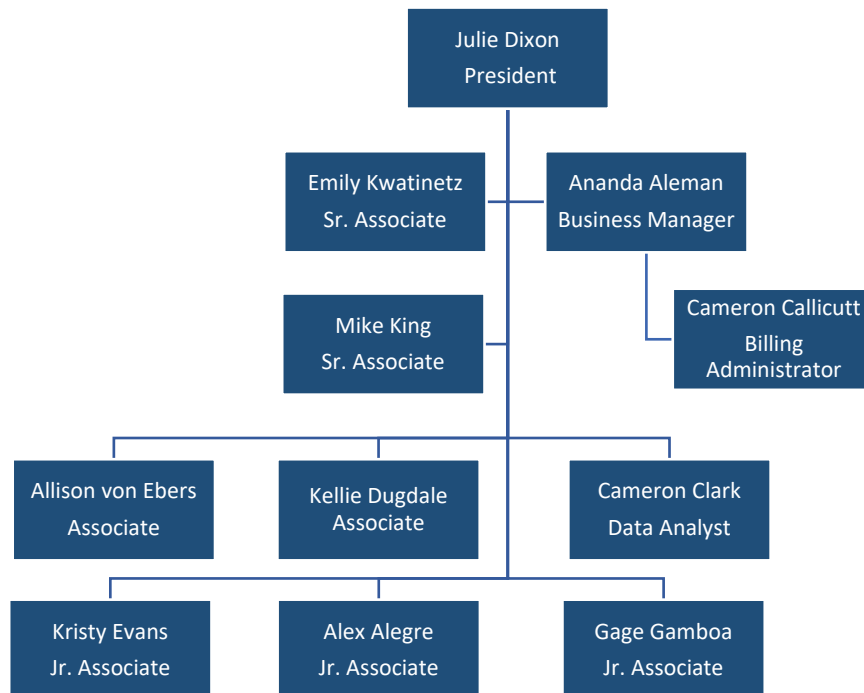
The number of projects that we have supported, and continue to support, shows the impact that DIXON has made. We stay engaged with all our clients and continue to provide guidance and direction to staff when needed—an additional level of personalization that makes a significant difference for our customers. We have provided several key references and contact information in Tab 6 of this Proposal, and we are happy to provide additional references to further satisfy our performance record.

### D&B Number:

DUNS # 078716452

**Company Organizational Chart:**

The DIXON approach is a team-based approach. On each project, a project lead is designated as the primary point of contact for day-to-day project details. For this project, we have designated Julie Dixon as the Project Lead, who will primarily handle high-level communication with client staff, stakeholder engagement, and Public presentations. The remaining work will be coordinated between support staff. A Project Manager will be assigned as the designated point of contact with the client and will coordinate project updates.



**Corporate Office Location:**

Dixon Resources Unlimited  
Attn: Julie Dixon, President  
3639 Midway Drive, Ste. B345  
San Diego, CA 92110  
(213) 716-6933  
[julie@dixonresourcesunlimited.com](mailto:julie@dixonresourcesunlimited.com)

**Sales and Services Offices**

Dixon Resources Unlimited  
Allison von Ebers  
Oak Park, IL 60304  
(708) 205-6170  
[allison@dixonresourcesunlimited.com](mailto:allison@dixonresourcesunlimited.com)

Dixon Resources Unlimited  
Ananda Aleman  
Salado, TX 76571  
(352) 262-0187  
[ananda@dixonresourcesunlimited.com](mailto:ananda@dixonresourcesunlimited.com)

Dixon Resources Unlimited  
Emily Kwatinetz  
Seattle, WA 98112  
(206) 499-8183  
[emily@dixonresourcesunlimited.com](mailto:emily@dixonresourcesunlimited.com)

**Standard terms of payment:**

Cost proposals are based upon a Time & Materials (T&M) approach to ensure that projects are managed in the most cost-effective and efficient manner. Upon receipt of a task order, a specific budget and NTE value will be provided. We will deliver within that budget, customizing our solution to focus on what the project needs to achieve its objectives and adapting in order to ensure that the project is completed within the agreed upon budget and timing. Budget estimates do not include required travel or related expenses. Travel related expenses are calculated based upon GSA standards and will be billed separately per client requirements.

DIXON will submit a detailed invoice, on a monthly basis, for the services performed pursuant to any Agreement. Each invoice will itemize the services rendered during the billing period and the amount due. Within thirty (30) days of receipt of each invoice, client shall pay all undisputed amounts included on the invoice.

## Competition in the Marketplace:

- DKS Associates
- Fehr and Peers
- Framework
- Kimley-Horn
- Nelson Nygaard Consulting Associates
- Parametrix
- Rick Williams Consulting
- TJKM Transportation Consultants
- Walker Consultants
- Wood Solutions Group

## What differentiates DIXON from the competition:

**Our experience is unmatched.** DIXON is a small, agile, woman-owned company and a registered Disadvantaged Business Enterprise (DBE) in several states throughout the US. Our name includes Unlimited because there is no limit to the parking support services that we provide. We treasure our clients and always deliver on our commitments. Each of our client contracts has been extended beyond the original scope of work due to the positive impact that our project deliverables have made and the level of professional service that we have provided.

We have delivered all our projects within budget and on time with a concentration on delivering a customized set of recommendations. Our clients will tell you that though we are small, we leave a powerful impression, and our parking expertise and understanding of solutions offer an innovative and cost-savings perspective. We believe in and stand behind the work that we do.

**Parking infrastructure, technology, and operations are our specialties.** We have extensive experience conducting parking studies and developing comprehensive implementation plans. Additionally, we are often hired to assist throughout the implementation process, so we have

direct hands-on experience updating municipal codes, developing RFP specifications, managing vendor systems, training staff, facilitating stakeholder outreach, and building customized parking programs. This ensures that our recommendations are realistic and actionable.

Our familiarity with parking processes, policy, and overall technology and service solutions provides a direct benefit to our customers. Based upon our industry awareness and current developments, DIXON has been sought for feedback and direction from parking programs both nationally and globally. We continued to provide support for some of the largest parking programs in the country, including Los Angeles, San Francisco, and Denver, to help shape and transform the parking experience for their customers.

We have been responsible for establishing policies, defining objectives, and delivering on initiatives for agencies of all sizes. The size and scale of this project is specifically geared to our firm, and our adaptiveness will help our clients navigate the process of parking program optimization.

**Our approach typically incorporates strategies focused on five functional areas:** financial analysis, operations, asset management, workforce management, and maintenance. Each of these functional areas provides a critical foundation for the development, ongoing, and future planning of a city's parking program, whether setting parking rates or anticipating long-range development. An integral component of this foundation is learning how to implement a decision support system that provides a robust and reliable plan that can expand with evolving needs. We always deliver specific, actionable recommendations and deliverables.

Our specific areas of expertise include on-street and off-street parking, stakeholder engagement, operating plans, and policy development, such as municipal code updates. There is no other consulting firm that matches our familiarity with current and developing parking solutions along with an understanding of technology integration. Our firm is technology agnostic, and we provide recommendations based upon the most current operational solutions and technology available.

We enhance a traditional management plan by laying out step-by-step guidelines specifically designed for each community context, which may include elements such as municipal code review, recommendations for staffing, enforcement beats/routes, gap management, citation and permit management enhancements, hours of enforcement, procedural adjustments, permit and incentive programs, training and development support, transportation demand management, automation opportunities, and wayfinding recommendations, to name a few.

**We are experts at stakeholder outreach.** We understand the importance of community outreach when developing and implementing parking programs. Input from city staff, external stakeholders, advisory groups, and decision makers are a critical part of any municipal program. The reason why our projects are successful is because we go above and beyond to build consensus and educate the stakeholders.

In addition to our direct involvement with staff, stakeholders, advisory groups, and decision makers, DIXON utilizes other opportunities to involve the community including Field Intercept



Interviews, Web Survey Tools, Knock-and-Talk Surveys, and customized Focus Groups. We have been proactive during the coronavirus outbreak to stay up to date on how municipalities are navigating the pandemic environment, and we can offer our clients lean and adaptive approaches to conduct virtual outreach in early phases of the project to cost-effectively address community parking concerns.

The response to our communication efforts have been extremely positive and municipal administrators have openly and readily received our recommendations as a result of ongoing stakeholder support and investment. Just this week, Costa Mesa City Council members recognized and acknowledged DIXON's personalized and effective community outreach approach. DIXON has been working extensively with the community to address necessary modifications to modernize and update the City's existing Residential Parking Permit Program. Our team works tirelessly to ensure that we meet both the internal and external objectives of the project assignment.

During each of our projects, meetings with internal stakeholders often include representatives from Police, Public Safety, Finance, Public Works, Administrative Services, and agency leadership like the City Manager's Office or University Executives. We continue to engage these voices throughout the duration of our projects. For each of our projects with public input, we assist with and/or conduct presentations and disseminations of public information for review and comment.

Parking is typically the first and last experience for patrons visiting a destination. In many cases, the overall perception held by residents and visitors is defined by their parking experiences. With each project, we assume a leadership role in coordinating a public involvement strategy to ensure inclusion and transparency with a broad range of stakeholders, including downtown merchants and businesses, to solicit feedback and improve recommendations. This allows us to bring a local approach to the way we do business and successfully identify operations, management, and technology recommendations.

In Paso Robles, three parking studies had been completed prior to initiating DIXON. Community naysayers were robust and wanted to understand why this effort was any different from the previous City efforts. Stakeholder engagement became one of the most critical aspects of the project in order to educate and inform the public. DIXON helped the City target over forty businesses and business owners to maintain a consistent presence in the community to guide residents, merchants, employees and other downtown advocates through rapid policy change. In the span of less than one year, Paso Robles went from having no posted time limits or managed parking to successfully introducing a customer service centric parking management solution that included employee parking permits, pay stations, mobile payment, and merchant validation. The marketing campaign, consisting of a variety of print and digital materials, along with consistent and assertive stakeholder engagement, has shown to alleviate parking problems in the downtown core. Since the launch of the paid parking program in August 2019, on-street parking occupancy has improved, and many downtown businesses have reached out to thank the City for its hands-on leadership. In May 2021, Paso Robles became one of the few cities that expanded their parking program during the pandemic with community support. This change was the direct result of the data-driven decisions that are detailed in the City's Parking Action Plan. The parking program now

operates seven days per week and expanded to include evening hours. It is no longer about parking perceptions. The community and City Council rely upon parking occupancy data to determine policy.

For our work with the Tahoe Transportation District, we hosted a Regional Parking Symposium in February 2020, that brought together over 70 regional parking stakeholders to educate and inform attendees about general parking management best practices. There was also an interactive roundtable discussion that allowed all attendees to voice their opinions and desires regarding the region's future of parking management and policy.

Each project is unique, and we develop a public participation plan based upon localized needs. We view each stakeholder meeting as an opportunity to develop our skills and apply lessons learned from past projects. DIXON has been invited to present many of these lessons ("How to Identify and Define Your Stakeholders") at a variety of industry conferences.

**We understand the importance of making data-driven decisions.** DIXON collects parking demand and supply data for a variety of projects. We include in our studies factors such as the type of facility, signage, parking technology, rates, and hours of operation. We frequently oversee data collection for on street and off-street locations, and as part of our services, we offer quantitative evaluation and reporting to help our customers understand parking occupancy and turnover trends.

For the City of Downey, we are contracted to provide annual data collection and reporting for five years. The City's goal is to understand parking occupancy and turnover trends to inform data-driven parking management decisions, and we have overseen data collection for on-street and off-street locations.

For recent projects, we have assessed parking supply and demand in the City of Oceanside, the City of Paso Robles, the Town of Truckee, and the Town of Los Gatos, and we have transformed the results of these studies into specific, actionable recommendations based on local needs. Our hands-on approach ensures that the strategies and recommendations that we put forward are adaptive across multiple site contexts and consistent with industry best practices. We always work to address the community's perception of parking availability and summarize data analysis results and findings throughout the community outreach process.

### **Contract Marketing:**

If awarded, DIXON will market this contract to our vast network. Julie Dixon is a highly respected and indispensable member of the parking and mobility community, and her network goes unmatched. Throughout her career, Julie has proactively engaged every level of the parking community and distinguished herself as a leading voice and source of knowledge for industry professionals. She has served on several boards, including the California Public Parking Association (CPPA). She completed three years as the President of the Southwest Parking and Transportation Association (SWPTA). Julie received Parking Today's 2020 Parking Person of the Year. This Award

recognizes Julie's exceptional dedication to improving the customer experience and image of parking across the entire industry.

### **Introducing NCPA to our company:**

DIXON has leveraged NCPA for several of our client projects. Joining the NCPA has been a long-term focus for DIXON, and we would be grateful to join the network. NCPA will provide a contracting mechanism opportunity for our clients rather than relying upon sole source justification which are not always easy nor guaranteed.

DIXON has weekly company meetings and upon being awarded the contract, we will notify all staff and explain in detail the importance of this contract, the terms, and opportunities this will bring to the company and team. In addition, DIXON will broadcast and promote our NCPA contracting opportunity throughout our network to maximize the exposure and convenience of the new relationship.

### **Capabilities and functionality of our on-line catalog/ordering website:**

DIXON maintains the following website: <https://dixonresourcesunlimited.com/>

A detailed explanation of all available services can be found on our site. Our engagements are highly customized for each individual agency. Each project will be discussed in detail and a customer specific proposal will be provided for all potential projects.

### **Customer Service Department:**

Excellence in customer service is of the upmost importance to DIXON. We understand that respect, transparency, responsiveness, and effective communication with each and every one of our customers and stakeholders sets us apart from our competition. Julie Dixon built her firm to provide "best in class" standards and personally sees to it that all communication is done timely and professionally and sets the standard for all team members to follow through with these same principles.

The DIXON team is listed on our website ([www.dixonresourcesunlimited.com](http://www.dixonresourcesunlimited.com)) with contact information and direct links to staff LinkedIn pages. Customers can reach out directly to any staff member and with the [info@dixonresourcesunlimited.com](mailto:info@dixonresourcesunlimited.com) email address or can submit a request directly through our website's *Contact Us* page.

DIXON's normal operating hours: Monday – Friday 9 am to 5 pm

However, Julie remains available to our clients 24/7 and frequently responds to critical matters when and as they arise.

## Green Initiatives:

Environmental sustainability is a core value for our company, and this value is reflected in both our consulting approach and our company policies. We are dedicated to reducing our carbon footprint, reducing waste, conserving energy, and incorporating efficient computing into our work. In addition to our internal business practices, we prioritize sustainable practices and materials when working with our municipal clients.

In addition to our proactive work with clients, we incorporate sustainable elements into our business practices. All members of the DIXON team work remotely from home, and we do not have an office footprint. This was established multiple years prior to the pandemic, and this framework will not change. This eliminates the need to commute to an office, therefore mitigating GHG emissions, and does not contribute to the environmental impacts of building, maintaining, and operating an office building. Our heavy reliance on remote work significantly minimizes our carbon footprint as a company.

Similarly, DIXON prioritizes and conducts virtual meetings whenever possible. Even before the pandemic, our client meetings were primarily conducted over the phone or internet to minimize emissions from traveling to a client site. Since the pandemic, our customers are increasingly comfortable with online meeting tools, and the amount of travel required has decreased even further. We have successfully conducted virtual meetings, workshops, and surveys and are experienced in digital communications and marketing.

When we do travel, we aim to walk, bike, carpool or take public transportation whenever possible. For instance, we conducted our existing conditions assessment in Seaside, FL on bikes, and in Beaverton, OR we often take the TriMet light rail to and from the airport. We take pride in this approach and do what we can to minimize driving and flying when possible. It is also beneficial that DIXON has staff located in a variety of areas throughout the country, because this allows us to deploy our resources based on proximity to minimize travel durations and emissions.

Our entire approach to our projects is primarily digital from start to finish, and we strategically partner with companies that share our environmental values. All of our notes are transcribed electronically, file sharing is done online, and we do not print files unless it is specifically required when submitting proposals and contracts. This has worked effectively for years, so DIXON does not provide printers to its staff. Additionally, we specifically chose to utilize the Microsoft Azure platform for our DIXON Data Suite because of the energy efficiencies with their cloud-hosted solution and their company objectives to become carbon negative by 2030. We even collect parking inventory and utilization data through web applications, eliminating traditional practices of collecting data with pen and paper.

**Vendor Certifications:**

DIXON is a Certified DBE, MFBE, SBE, SLBE, and WBE consulting firm for the following locations:

State	Certification Type
Arizona	DBE
California	DBE/SBE/WBE/SLBE
Colorado	DBE
Connecticut	DBE
Florida	DBE/WBE
Georgia	MFBE
Hawaii	DBE
Massachusetts	DBE
Minnesota	DBE
Montana	DBE
Nevada	DBE
New Mexico	DBE
Oregon	WBE
South Carolina	DBE
Tennessee	DBE
Texas	DBE
Utah	DBE
Washington	DBE

\*DIXON has submitted copies of certifications as a separate attachment uploaded through Bonfire.

## Tab 5 – Products and Services / Scope

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### Urban Planning

As part of urban planning, DIXON **assesses, designs, builds, and operates successful parking and mobility programs**. Each of these projects depends on the design and regulation of on-street and off-street locations to support the movement of goods and services throughout the urban environment. DIXON has supported the urban planning of parking and mobility programs across the country. Our understanding of key stakeholders, regional trends, and the costs/benefits associated with parking supply and demand considerations, puts us in a strong position to make meaningful recommendations for a wide range of program impacts.

- We are currently working with dozens of municipalities/public agencies in California, Texas, Oregon, Washington, Idaho, Montana, Colorado, Florida, and other states across the country, to update, optimize, and enhance the parking experience for urban users. As part of this process, we are engaged at every level of parking operations to understand stakeholder need and tailor cost-effective and sustainable solutions to address outdated technology, municipal ordinance, parking rates, and permit programs.
- We are accustomed to working with mixed-use downtowns undergoing the process of urbanization and redevelopment, and our project references highlight the range of programs that have benefited from our assistance. We support recommendations with occupancy and turnover data, using our experience in similar-sized communities to address both public parking facilities and private property concerns. Our urban planning approach includes a review of major demand generators in the downtown core, including the costs and benefits of alternative parking management approaches.
- Community outreach allows us to bring a local approach to the way we do business and consistently prove our ability to identify and implement parking and mobility recommendations. We emphasize local presence, carefully designing community outreach plans to maximize participation by residents, business owners, and property developers who have a stake in future parking and mobility.
- We have worked extensively with municipalities and public agencies of all sizes. These include some of the largest parking and mobility programs in the country such as the Cities of Los Angeles, San Francisco, Denver, Seattle, and Dallas. In terms of urban planning, we are one of the few firms with the depth of operational knowledge capable of designing successful programs from the ground up. We take pride in our hands-on approach that goes above and beyond a one-size-fits-all solution.
- We can support any type of parking operation, including a full review of existing conditions, policy review, outreach to stakeholders, and development of implementation strategies. We have direct experience reviewing and assessing the organizational structure, operational services, staffing levels, and permitting policies for municipalities and public

agencies. Additionally, we regularly assess parking demand, prepare parking plans, and peer review private parking studies.

- **One of our primary urban planning deliverables is the Parking Action Plan**, which provides a series of concrete steps to guide project implementation along various time horizons. It includes step-by-step guidelines specifically designed for each community context. Planning elements involve municipal code review, recommendations for on-street and off-street parking, curbside management, staffing, enforcement, gap management, citation and permit management, permit and incentive programs, training programs, wayfinding, transportation demand management, and wayfinding.
- We develop detailed strategies and incentive programs to maximize the use of alternative modes of transportation. We make clear connections between parking management and transportation demand management, outlining strategies for the implementation of various TDM initiatives, always with consideration for different user groups.
- Nearly every one of our projects involves wayfinding, parking guidance, and/or branding features to integrate various elements of the parking operation. In Park City, Utah, we worked with the City to develop a transportation and parking brand to ensure an easy parking experience with increased information available to guests and residents. The resulting wayfinding program complements Park City's cultural and historical elements. We have implemented similar projects for dozens of municipalities throughout the country to address wayfinding technology, shared parking, residential parking impacts, and the overall technology solution.
- Our national footprint is extensive. Through urban planning, we have consistently proved our ability to identify and implement operations, management, and technology recommendations to transition municipal parking operations to sustainable programs.

## Technology

Technology is a central component of all parking and mobility programs. **We are technology experts** who stay up-to-date with current and upcoming vendor features, and we have demonstrated the operational experience to integrate these features with practical solutions.

- There is no other consulting firm that matches our familiarity with current and developing parking and mobility technology solutions. As part of our services, we develop technical specifications for agencies across the country. Our team has collectively been responsible for over 100 parking technology and service specifications with values ranging from \$10K to \$100M. We have also conducted technology pilots for a range of on-street and off-street service solutions to promote real-time parking availability, improve access, and mitigate congestion. DIXON is technology agnostic, and we provide recommendations based upon the most current operational solutions and technology available.

- DIXON works alongside public agency staff in support of the procurement, installation, and integration of technology, such as single-space meters, multi-space meters, pay by phone, LPR, citation and permit management systems, PARCS, and parking guidance systems, along with the infrastructure needed to support these technologies. We have widespread outreach to industry vendors.
- With decades of direct experience acting in the role of parking project and implementation manager, we have been in the unique position to support the entire procurement process for municipalities of all sizes. We have managed comprehensive and technologically complex solicitations for the Cities of Spokane, Beaverton, Beverly Hills, Dallas, Seal Beach, Columbus, and Park City, in addition to countless others.
- We identify technology improvements that assist agencies in improving their parking and mobility programs. Defining a customized technology roadmap always begins with a detailed analysis of organizational structure, services, functions, and financing. In order to accomplish these tasks, we establish an on-site presence to assess the policies, procedures, and technologies employed by parking operations staff. We tour facilities, conduct ride-alongs, and meet with key staff in the operations, maintenance, and finance departments.
- As part of our services, we assess current technology and operational requirements; provide a description of technical alternatives that will address the customer's business intelligence, customer convenience, and operational needs; and present a series of scenarios, including cost and pricing points, for technology upgrades, asset management, and/or replacements and associated timelines. This may involve assessing: how the current parking and mobility technology addresses or fails to address business and customer priorities; the effectiveness of current revenue and access control systems for structured garages; payment and monthly permitting for surface lots; use of License Plate Recognition for enforcement and any staffing, beats/routes, policies, or technologies that may optimize the enforcement program; and, regulations, practices, and strategies integrating technology within the existing parking system.
- We prepare technology recommendations based on customer need. Our approach helps to shape the "go-forward" strategy for the development of future solicitations. Dozens of municipalities and public agencies in California, Texas, Oregon, Washington, Idaho, Montana, Colorado, and Florida, in addition to other states, have all benefitted from our comprehensive recommendations for parking technology, PARCS, parking meters, and/or pay station equipment.
- For the City and County of Denver, DIXON developed an RFP for a comprehensive web/mobile application (*Go Denver* app) designed to give parking customers access to all parking data, including the option to view parking availability, purchase paid parking, and find alternate transportation options. Specifications for the *Go Denver* app were designed to include multimodal public and private mobility options; routing options including timing, pricing, mapping, and service locating; real-time public transit options including light rail,



subway, and bus; carpool, rideshare, and taxi availability; real-time traffic feeds and parking availability; and centralized payment options.

- We worked with the City and County of Denver to provide procurement support on solicitations for parking citation and permit management, mobile payment, and the purchase of paid parking management. As part of the solicitation process, we supported pre-bid meetings, addressed RFP questions, and clarified the City's technical requirements with the goal of ensuring future revenue and cost recovery. The solicitations were developed with extensive input from key stakeholders represented by Finance, Public Works, Maintenance and Collections, Enforcement, Treasury, and other City Departments.
- For the City of Dallas, we developed a modular RFP for the City's entire parking operation. In addition to incorporating service level agreements and performance standards, we created a specification that provided a menu of vendor options requested by the City. DIXON reviewed proposal responses, provided feedback, and assisted in vetting bidders and establishing and negotiating new vendor agreements.
- Our team has extensive experience with properly defining service level agreements supported by liquidated damages. This knowledge helps agencies identify the necessary financial penalties, compliance requirements, and corrective actions to safeguard their technology solutions and ensure system uptime, access, and revenue accountability.
- We provide direct support through each phase of technology procurement, including assistance with questions submitted by prospective vendors, contract negotiation support, and transition support services. Typically, we encourage the thorough evaluation of potential technology before recommending a contract. This can be accomplished through field trials or site visits, and DIXON provides the value-added expertise that allows for an effective understanding of lessons learned from other municipal installations.
- Our founder, Julie Dixon, has supported the City of San Francisco's meter operation since 2007. Prior to *SFpark*, she managed a variety of parking meter technology pilots, and she coordinated the meter maintenance reporting associated with revenue collection, counting, and reconciliation processes. As a result of the *SFpark* project, she managed dozens of solicitations for SFMTA focused on congestion mitigation associated with on and off-street parking and helped develop Liquidated Damages, assisted with project management for the smart parking technology deployment, and oversaw parking meters, sensors, and related contract services. She has stayed engaged to optimize the performance of the operation in a project management role serving as a liaison between the parking technology vendors and SFMTA. Her direct experience and contributions to SFMTA and the City's parking operations, along with her technology integration experience, has served countless programs across the country.
- We are very honored that DIXON has supported award-winning parking operations including, in March 2019, the Parking Today Award received by the Seal Beach Police Department for Parking Technology Innovation and, in November 2018, the California

Public Parking Program of the Year received by the City of San Leandro. Both recognitions were the result of collaborative, hands-on partnerships that involved extensive stakeholder outreach in support of sustainable, technology-integrated parking operations.

## Policy Audit and Creation

Policy audit and creation is one of our core services, often involving **formal updates to municipal codes in order to accommodate growing/evolving parking and mobility programs**. We direct and guide municipal staff through this process. The primary goal of our approach is first to identify the policies, procedures, and parking management strategies necessary to address current and future parking needs. On-site work helps to identify stakeholder priorities and balance concerns across the entire parking program. Then, we work with municipal and public agency staff to identify and implement specific policy adjustments.

- Policy audit often takes the form of an operational needs assessment. This process assists with the identification and development of community-specific public parking system performance goals; identification of parking management strategies geared toward “hotspot” areas; identification of demand management, incentive programs, and technology opportunities; and identification of opportunities for future public parking investment. As part of this process, we often consider the anticipated impact of future development and redevelopment projects and key public initiatives, focusing on policies for improving the utilization of existing supply.
- Policy audit involves an evaluation of the overall parking program. Wherever possible, we account for both short-term and long-term priorities based on current and projected parking supply and demand. Our approach emphasizes the multi-use nature of parking needs in order to achieve a balanced program for frequently co-located single-family, multi-family, commercial, and industrial users.
- **Policy audit directly translates to policy creation.** This involves a thorough municipal ordinance review to determine adjustments/red-line edits that “future-proof” code language to prepare municipalities for the implementation and management of new parking policies/enforcement practices. Our extensive experience working with cities and enforcement programs across the country allow us to identify potential issues and address gaps in the existing code. Nearly all of our parking and mobility assessments involve municipal code revisions, and we have a wealth of comparable ordinance from hundreds of municipalities to draw upon for guidance.
- As part of policy creation, we compile all relevant municipal code sections and provide our customers with a revised version for consideration. This includes instances where an agency may be able to simplify language to improve parking program efficiency.
- Stakeholder engagement and communications is an essential part of policy audit and creation. Each one of our municipal projects introduces an element of stakeholder engagement. The response to our communication efforts have been extremely positive

and municipal administrators have openly and readily received our recommendations as a result of ongoing stakeholder support and investment. In many cases, the overall perception held by residents and visitors is defined by their parking experiences. With each project, we assume a leadership role in coordinating a public involvement strategy to ensure inclusion and transparency with a broad range of stakeholders.

- During each one of our projects, especially during the audit stage and/or operational need assessment, meetings with internal stakeholders often include representatives from Community Development, Police Services, Finance, Public Works, Administrative Services, and agency leadership like the City Manager’s Office or University Executives. We continue to engage these voices throughout the duration of our projects.
- In the City of Paso Robles, stakeholder engagement was critical for policy creation. DIXON helped the City target over forty businesses and business owners in order to maintain a consistent presence in the community to guide residents, merchants, employees and other downtown advocates through rapid policy change. In the span of less than one year, Paso Robles went from having no time limits to successfully introducing employee parking permits, pay stations, mobile payment, and merchant validation. The marketing campaign, consisting of a variety of print and digital materials, along with consistent and assertive stakeholder engagement, alleviated parking problems in the downtown core. Since the launch of the paid parking program in August 2019, on-street parking occupancy has improved, and many downtown businesses have reached out to thank the City for its hands-on leadership.
- We deploy a similar approach to policy audit/creation for dozens of municipal partners across the country.

## Financial Analysis and Audits

DIXON has experience deploying financial modeling to forecast potential paid parking revenues and expenditures based upon parking supply and demand. DIXON’s in-house financial modeling tool allows customers to adjust variables including equipment and technology, operating days/hours, permit types, occupancy rates, compliance rates, and pricing. Our team has successfully deployed financial modeling for various parking pricing structures in Maui, Hollywood, Oceanside, Chico, and numerous other cities across the country.

Additionally, we have experience identifying and examining all relevant material to develop methodology and key assumptions underlying our financial model, and often we review extensive City data and occupancy data from nearby garages to arrive at key parameters for estimating supply and demand.

- Our deep understanding of parking operations provides a strong foundation for the estimation of long-term operational and maintenance costs under various scenarios. This includes financial analysis and audits of parking garage revenue projections; event parking demand projections based on duration of stay; public parking revenue projections based

on downtown demand drivers; and, other revenue and cost considerations including hotel parking, valet, and permits.

- In the County of Maui, we developed individualized implementation plans for the Towns of Lahaina and Wailuku. We produced financial modeling workbooks to forecast equipment and operating costs as well as projected revenue for the implementation of paid parking in each Town. Through a detailed ordinance review, we helped the County prepare for the implementation of paid parking, shared parking, and parking benefit districts.
- In the City of Los Angeles, our team supported tools for modeling that allow decision-makers to forecast how many paid parking permits should be sold in order to increase demand in surface lots and garages.
- In the City of Oceanside, we developed zone-based hourly and time of day rate models for the City's on-street and off-street parking facilities in order to ensure consistent pricing between locations. Based on our analysis, we developed a daily parking rate for the City's garages and estimated on-street equipment replacement costs for single-space meters and multi-space pay stations.
- In the City of Chico, our team developed a zone-based model for tiered pricing in the downtown core as well as the South Campus and Mansion Park areas. We built peak season pricing into the model to allow the City to offer a discounted rate during the summer season when CSU Chico is not in session.
- Rate comparisons and comparable city analyses are a common feature of the majority of our financial audits. We have completed a number of comparable rate analyses, best practices studies, and industry reviews for customers across the country. We consider metered on-street spaces, and public parking lots and garages. Typically, we work with stakeholders to select between two and four cities to guide the comparable cities analysis based on municipalities of similar sizes, demographics, and mixed-use downtowns. The results of these studies often give insight into potential rate structures for on-street and off-street parking that take into consideration long-term capital improvements, best-practice recommendations for enhancement and increased capacity, and future growth.

## **Adaptive Reuse Plans**

Adaptive reuse is an effective strategy for optimizing the operational performance of parking and mobility assets. One of our key deliverables is a Parking Action Plan, which lays out step-by-step recommendations specifically designed for each municipality or public agency—adaptive reuse is often a critical part of these recommendations.

- One example of adaptive reuse is knowing how to plan for and structure shared parking agreements. Our team has extensive experience preparing and negotiating terms to secure

parking spaces in private parking facilities for public use, and we understand the practical and political realities of negotiating a community of diverse stakeholders.

- Shared parking agreements, both monetized and non-monetized, offer the ability to balance near-term and long-term parking occupancy and maximize existing supply with new uses. In the City of San Leandro, DIXON leveraged shared parking agreements to improve parking management, part of an array of services that helped the City earn the title of 2018 Public Parking Program of the Year by the California Public Parking Program. This unique shared parking agreement not only provided a new revenue source for the City, but it also resulted in an innovative opportunity requiring the private property owner to reinvest revenues in support of community redevelopment efforts.
- Part of our work in adaptive reuse is geared toward parking demand management in order to shift the usage of existing parking assets. We always consider potential phased adjustments to time limits, hours of operation, operating days, and paid parking rate models as part of the overall objectives and priorities of our customers. An ongoing education and outreach plan during this process is imperative in order to continually solicit stakeholder feedback and ensure that the community is informed and prepared for upcoming and future program adjustments. Recommendations regarding the transfer, sale, trade, or other means of utilizing existing resources often require broad public support, and our team has experience steering communities through this process.
- Entire parking projects are often the result of adaptive reuse plans. Over the past couple of decades, various strategies have been adopted for the redevelopment of Alameda Point, a former Naval Air Station in the Bay Area. Over the next 25 to 30 years, Alameda Point will include a mix of residential, commercial, and open space land uses at full build out. Our team developed recommendations complementing and supporting forward-looking plans for adaptive reuse, zoning, transit, and other related considerations.
- Each section of the Alameda Point Parking Action Plan is organized into three phases followed by ongoing recommendations. Since the estimated development timeframe is 25 to 30 years, each phase is flexible and dependent on what is developed and how it impacts parking behavior over time. The Parking Action Plan was designed to describe the progression between phases based upon ongoing data collection, monitoring, and oversight, and it provides detailed recommendations for parking enforcement, parking demand management and pricing, residential parking, parking capacity, wayfinding, and parking guidance. The City will continue to use this Action Plan to direct targeted investment as the parking program continues to grow and develop through adaptive reuse.

## Green Planning

Green planning is an important element of parking and mobility programs. We are fortunate to have worked with municipalities throughout the country to successfully incorporate environmentally sustainable practices and green initiatives into their operations. The parking and

mobility solutions that we develop directly assist municipalities in meeting their Climate Action Plan and sustainability goals. We seek solutions that will minimize congestion, greenhouse gas (GHG) emissions, single-occupancy vehicles (SOVs), stormwater runoff, and waste, while encouraging the use of alternative modes of transportation like walking, biking, and transit.

- Even when our project scope of work is focused on parking management, we always go above and beyond to incorporate alternative mobility and green solutions into our work. We are working with a number of municipalities on designing shuttle programs, improving walkability and pedestrian safety, adding secure bike parking, among other similar strategies. A common parking rule we introduce is a “no re-parking” policy in time limit areas that minimizes congestion by encouraging drivers to park once and rely on other modes of transportation to move between destinations.
- In many cases, we introduce parking management solutions for sensitive habitat and resource protection, especially in coastal cities or in and around national and state parks. For example, we are working with the County of Maui, HI to introduce customized parking management solutions at a variety of County beach parking lots that will both mitigate congestion to protect these natural resources, while generating revenue that can be allocated for sensitive resource protection. We also have experience working with Coastal Commissions and other environmental agencies to align our recommendations with their goals and objectives.
- In the City of Ventura, we made recommendations for a commute “gamification” platform to encourage municipal employees to carpool, bike, or take transit for incentives.
- In the City of Los Angeles, DIXON worked with the Department of Recreation and Parks to develop the Griffith Park Transportation and Parking Action Plan. The project focused on circulation improvements to reduce congestion and improve access in and around Griffith Park, while protecting the natural environment. In addition to community stakeholders, the project team worked extensively with the Los Angeles Department of Transportation Transit Services DASH and Metro to expand a shuttle service into the Park. Due to popularity and demand, the schedule was expanded to provide daily service between the Red Line to the Greek Theatre and Griffith Observatory.
- In 2017, the Los Angeles City Council District 4 approved a request for a comprehensive study for improving access, safety, and mobility in and around Griffith Park and the Hollywood Sign. DIXON prepared the Comprehensive Strategies Report to enhance pedestrian safety, improve traffic flow, reduce congestion, improve access to Griffith Park and trailheads, ensure emergency vehicle access, increase parking efficiency and compliance rates, expand transit opportunities, and actively manage visitor opportunities—another great example of working to preserve sensitive habitat/resources in a dense urban setting.

- In Park City, DIXON developed the specifications necessary to solicit a comprehensive and integrated parking technology system. The parking technology was integrated with transportation demand management, incorporating a progressive incentive program to encourage the use of alternative transportation including transit and carpool programs. During implementation of the technology, DIXON focused on developing a rate model to incorporate demand-based pricing, serving both peak and non-peak seasons.
- In our work with Tahoe Transportation District, environmental protection was a core element of the project to minimize runoff into Lake Tahoe, and we worked with the District to develop a parking management approach that would minimize congestion, encourage the use of alternative modes of transportation, and improve operational efficiencies.
- The DIXON team has provided assessment and design recommendations for green facility improvements. We also have the ability to partner with a variety of resource specialists in order to provide thorough reviews to support our projects. Expanding solar solutions and electrical vehicle charging systems has become an important priority for many of our customers, including the City of Los Angeles. In order to prepare for evolving policies, we are often engaged to complete an industry review to identify comparable cities and their approaches to electric vehicle charging, especially related to how different cities regulate the cost of electricity. Our flexible approach allows us to stay ahead of new design improvements and incorporate recommendations for green policies/best practices into our customers' operational strategies.

## **ADA Compliance**

Evaluation of ADA compliance is an important component of our parking studies/field reviews. During operational needs assessments, which we conduct for nearly every municipal project, we assess core elements of the parking program, including community transportation mode distribution and alternative transportation systems and opportunities including public transit, bicycle networks, and pedestrian facilities and their impact upon public parking demand—this includes an assessment of ADA parking facilities within the study area.

An initial inventory of existing parking supplies within the study area is conducted to determine and verify existing parking space inventories and posted policies such as curb designation, ADA, and parking restrictions. ADA compliance is often verified through walk-alongs and/or ride-alongs with parking enforcement staff.

DIXON has conducted ADA placard audits in several communities, and we have leveraged policy updates to mitigate and address ADA placard abuses to ensure that ADA resources remain available for those who are eligible.

## **Curb Management**

Management of curbside real estate is a leading topic of discussion for municipalities and public agencies. Real estate that was once systematically divided between parking spaces, bus stops, and

loading zones is now facing pressure from Transportation Network Companies, such as Uber and Lyft, Transportation Charter Companies, cycling lanes, bike share programs, and delivery services. These street assets must be inventoried and mapped so that administrators have a baseline from which to make policy decisions. Furthermore, these assets must be operated and maintained, and the inventory updated so that policies accurately reflect the evolution of the curb. **Our services assist with both the assessment and management of valuable curbside real estate for parking programs across the country.**

- Critical to every operational needs assessment is understanding the utilization of curbside assets. Even where there is an abundance of parking availability, enhanced management strategies are often needed to balance utilization of curbside real estate. We work with stakeholders to further define feedback related to the curb, including opportunities for future-proofing municipal code, implementing standard operating procedures in the downtown core, and developing flexible curbside policies.
- Many of our clients continue to experience increased rideshare activities near high-profile locations such as beaches, restaurants, and retail establishments. In the City of Seal Beach, for example, we assisted with identifying strategic rideshare pick-up and drop-off locations. We worked with the City to designate these areas, consistent with municipal code, to the benefit of rideshare drivers and customers.
- Nearly every one of our projects involve curbside management recommendations, which often overlap with a variety of on-street parking management strategies. Our comprehensive work in the Cities of Paso Robles, Oceanside, Spokane, Beaverton, Park City, Monterey, San Leandro, Seal Beach, and Pasadena, to name a few parking and mobility programs, support substantial code updates and best practices for flexible curbs/on-street policies.
- Our team has conducted curb management technology pilots for a variety of parking guidance/wayfinding signage and application solutions that incorporate vehicle counters and remote signage to promote real-time parking availability, improve access, and mitigate congestion. This work has led to the development of RFP specifications for Laguna Beach, Denver, Columbus, and Monterey, among many other municipal customers.

## **Parking Studies and Case Studies**

DIXON has conducted parking demand, supply, and occupancy studies for a variety of on-street and off-street projects. As part of our typical project lifecycle, we use the results of occupancy and turnover data, along with the results of the community outreach process, to identify and evaluate parking recommendations. We use these recommendations to prepare a customer-tailored Parking Action Plan that addresses specific parking challenges with the goal of having an immediate positive impact on parking management operations.



- We are accustomed to supporting our recommendations with occupancy and turnover data, using our experience with comparable operations to fully capture parking utilization patterns and identify management strategies suited to each of our municipal customers.
- We have conducted comprehensive parking studies in the Cities of Spokane, Paso Robles, Oceanside, Norwalk, Costa Mesa, Town of Truckee, and the Town of Los Gatos, and we have turned the results of these studies into specific, actionable recommendations based on local need. Our hands-on approach ensures that the strategies and recommendations that we put forward are adaptive and consistent with industry best practices. We always work to address the community's perception of parking availability and summarize data analysis results and findings throughout the community outreach process.
- In the City of Downey, we are contracted to provide annual data collection and reporting for five years. The City's goal is to understand parking occupancy and turnover trends in order to inform data-driven parking management decisions, and we have overseen data collection for on-street and off-street locations.
- In the City of Los Angeles, we conducted a parking study to improve parking utilization at four parking facilities located in Hollywood. The project included comparable cities analysis for Santa Monica, Pasadena, and Glendale to analyze how those communities manage their municipal parking facilities, and how their facility rates are set. Factors included in the study were the type of facility, occupancy, signage, parking technology, rates, and hours of operation. The project included a side-by-side review of each comparable program as well as recommendations for increasing facility occupancy in Hollywood.
- Several of our projects serve as award-winning case studies.
  - City of Paso Robles – 2020 On-Street Program Award for Excellence in Technology and Innovation by Parking Today Media
  - Seal Beach Police Department – 2018 Parking Innovation/Innovation Parking Solution Award by Parking Today Media
  - City of San Leandro – 2018 Parking Program of the Year by California Public Parking Association
  - City of Laguna Beach – 2019 Parking Program of the Year by California Public Parking Association
- Our work in the City of Paso Robles, in particular, serves as a significant case study for the parking industry. The paid parking program has achieved immediate success and lasting program benefits. Through an uncompromising focus on customer service, the City has changed behavior within an unprecedented timeframe. The Customer Value Model which has resulted from our work is the perfect blend between time limits and paid parking. This innovative approach, combined with the extensive amount of data collected during the pilot, allowed City Council to implement a solution that was tailored to the community's priorities. No other program has used this approach for managing on-street parking to achieve an emphasis on customers and a balance of time limits and pay-to-stay. This

unique rate model supports the relationship between downtown businesses and patrons, allowing visitors to enjoy the historic movie theater, restaurants, and shops in one affordable visit.

- Because policy changes in Paso Robles are community-backed and supported by robust LPR data, the paid parking initiative has resulted in the improved management of on-street parking assets. The program supports economic development in the City's downtown core through the increased availability of on-street customer parking for local businesses while providing ample and convenient parking for employees. Less than a year into the program, the City has built the parking program on a sustainable footing, improving the overall quality of the urban space through effective and innovative parking management, and the program has generated new revenue to support a self-sustaining model.

### Parking Study Deliverables:

- **On-street Parking Inventory:** If on-street parking space inventory does not exist, we can collect this information in order to calculate parking occupancy rates. A standard block face size is 300 feet in length. We typically utilize recent Google Maps streetview and aerial imagery to collect on-street parking inventory. Marked spaces will be counted, and unmarked curb space will be measured to calculate a space count. If up-to-date Google Maps streetview and aerial imagery does not exist, we will coordinate a site visit. Prior to collection, we will identify all on-street block faces requested within the study area and establish a methodology that meets the goals of the Client.
- **Off-street Parking Inventory:** If off-street parking space inventory does not exist, we can collect this information to calculate parking occupancy rates. Off-street lots and garages can vary significantly in size, layout, location, and regulations. We typically utilize recent Google Maps streetview and aerial imagery to collect off-street parking inventory. Most off-street facilities contain marked spaces that can be counted, however, in some cases measurements can be taken to calculate a space count. If up-to-date Google Maps streetview or aerial imagery does not exist, or if it is a parking garage, we will coordinate a site visit. Prior to collection, we will identify all off-street facilities requested within the study area and establish a methodology that meets the goals of the Client.
- **Project Setup/ Coordination/ Data Collection Plan:** DIXON will work with the Client to finalize a data collection methodology that demonstrates optimal collection routes, quality control and assurance, and deliverables to ensure transparency for all data. We utilize a variety of collection methods and can customize our approach to the budget and goals of the study. Our standard study methodology includes collection on a weekday and weekend day with four sweeps each day during peak morning, mid-day, afternoon, and evening collection windows. DIXON will schedule field data collectors for each day of collection.
- **Data Collection Survey:** DIXON utilizes a variety of collection methods depending on the approach of the study. For a typical study, DIXON data collectors will collect license plate information to provide occupancy and turnover analysis down to the block face and

lot/garage level. Collection will occur on a weekday and weekend day with four sweeps each day during peak morning, mid-day, afternoon, and evening collection windows. Data collection will be performed using online applications that allow for real time quality control and assistance. A remote supervisor will review data throughout the day to ensure all locations are collected properly and assist with any questions from the field data collectors.

- **Data Collection Analysis and Report:** Data from each collection day will be processed down to the block face and lot/garage level into various occupancy and turnover tables, charts, and heat maps. Findings from the results will be summarized into a data report, consolidating relevant tables, charts, and heat maps along with key trends and takeaways.

## On-Street, Garages, and Lots

We are currently working for municipal agencies across the country, to update, optimize, and enhance the parking experience for end users. **We are engaged at every level of on-street, off-street, and garage parking operations** to understand stakeholder need and tailor cost-effective and sustainable solutions to address enforcement, municipal ordinance, outdated technology, parking rates, and permitting. This is our core business. We have worked extensively with the cities of Paso Robles, Beverly Hills, Newport Beach, Pasadena, Spokane, Beaverton, Oceanside, Seal Beach, San Leandro, and Park City, in addition to some of the largest parking programs in the country, including Los Angeles, San Francisco, and Denver, to transform the on-street and off-street parking experience for customers.

Our founder, Julie Dixon, was directly involved with the San Francisco Municipal Transportation Agency (SFMTA) for the internationally recognized *SFpark* program. *SFpark* was the first parking project in the United States to evaluate both on-street and off-street parking technology and policies and their direct impact on congestion mitigation in the City. She was directly responsible for the development of specifications, solicitations, contract negotiations, and technology integration and implementation oversight. Since founding DIXON in 2012, Julie has been focused on coaching municipalities through operational and technology assessments and implementation and procurement processes. Under Julie's leadership and personal direction, the DIXON team has supported award-winning projects across the country, including programs in Seal Beach, San Leandro, Paso Robles, and Laguna Beach. Julie's hands-on involvement and extensive community outreach allows stakeholders to voice their opinions, engage thoughtfully, and develop consensus for sustainable, community-backed solutions.

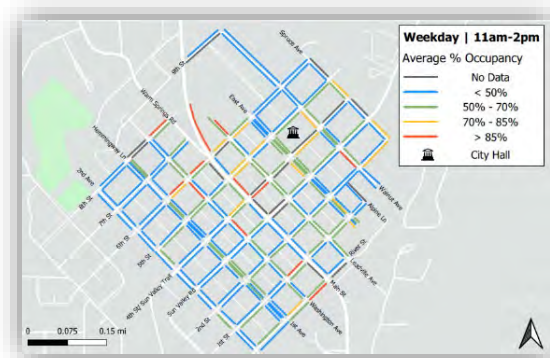
DIXON has been responsible for the analysis, design, and delivery of parking equipment, providing the program management and implementation oversight of parking technology for a variety of on-street, off-street, and garage applications. Our team has collectively been responsible for over 100 parking technology and service specifications with values ranging from \$10K to \$100M. Our experience with project management, scope development, recommendations, and implementation, ensures that the technologies, services, and policies that we help procure provide exceptional value to our customers.

## Tab 8 – Value Added Products and Services

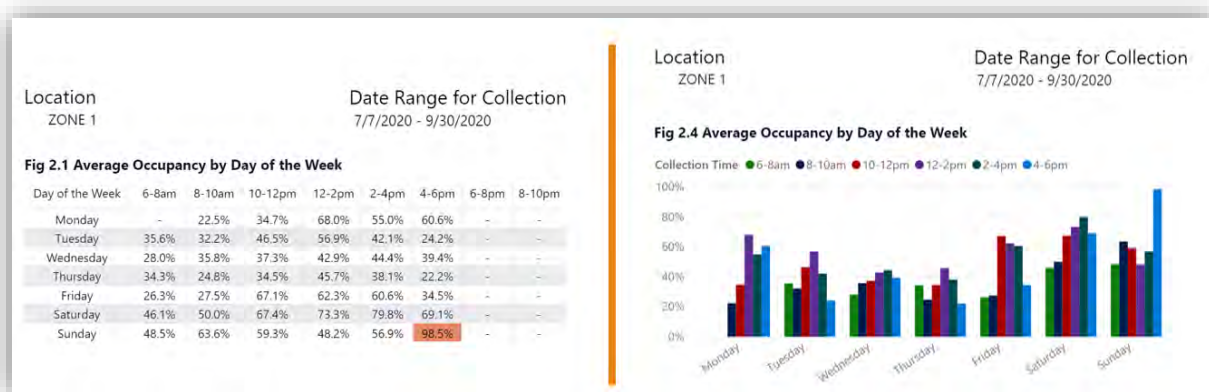
### Rapid LPR Report

As agencies modernize parking programs, the transition to license plate-based parking solutions, like mobile payment, virtual parking permits, and contactless solutions, is becoming an industry best practice. Vehicle-mounted and handheld license plate recognition (mobile LPR) has evolved into an efficient and effective monitoring tool, especially for agencies with a limited budget and personnel resources.

DIXON has developed in-house tools to streamline the analysis of parking data collected using mobile LPR technology to produce the **Rapid LPR Report** (Tool). The report efficiently provides various tables, charts, and geo-referenced heat maps as PDF reports and as an interactive online dashboard, offering an accurate and cost-effective option that utilizes existing mobile LPR data to gain insight into a parking program's overall performance. The Tool can assess parking occupancy and turnover down to the block face and lot level. Rather than investing in dedicated data collection methods that are expensive and limit the number of days data is available, we utilize the information that is available through mobile LPR-based parking enforcement. As part of the reporting process, space inventory is a critical component of the project setup to determine parking occupancy rates. DIXON will utilize existing inventory information broken down by block face and lot/garage with the total number of spaces. DIXON can collect this information if it is not available.



Example of parking occupancy map for the City of Ketchum's downtown core.



Example of occupancy tables and charts from the Rapid LPR Report.

If the Client does not currently have mobile LPR for parking enforcement, DIXON can leverage a pilot program that gives the Client LPR cameras provided by an LPR technology vendor. This LPR pilot provides the added benefit of collecting on-going data at a cost-effective rate while also allowing the Client to test mobile LPR for enforcement. The LPR pilot includes an initial six-month trial, in which the Client will have the opportunity to purchase the cameras at a pro-rated rate.

**Rapid LPR Report Deliverables:**

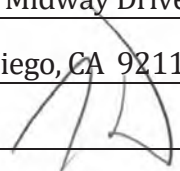
- **Rapid LPR Report Setup:** DIXON will set up the Tool for the Client, including importing parking space inventory, creating custom geofences for each parking location being monitored, creating block face and lot GIS files, setting up an online interactive dashboard and PDF report templates.
- **Rapid LPR Report:** DIXON will coordinate with the Client's LPR vendor to pull in recently collected LPR data. DIXON will process the LPR data on a per report basis to provide up-to-date analysis through an online interactive dashboard and PDF reports displaying collection dates, and various occupancy and turnover tables, charts, and heat maps to satisfy project and data objectives.
- **Mobile LPR Pilot (*pricing available upon request*):** If the Client does not currently have mobile LPR technology, DIXON can leverage a pilot program that gives the Client mobile LPR cameras provided by a LPR technology vendor. The LPR pilot includes an initial six-month trial, in which the Client will have the opportunity to purchase the cameras at a pro-rated rate.

## Tab 9 - Required Documents

### Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	Dixon Resources Unlimited
Print Name	Julie Dixon
Address	3639 Midway Drive Suite B345
City, State, Zip	San Diego, CA 92110
Authorized signature	
Date	11/10/2021

# Contractor Requirements

## **Contractor Certification Contractor's Employment Eligibility**

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

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

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

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

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

### **Fingerprint & Background Checks**

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

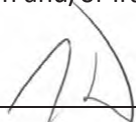
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

### **Business Operations in Sudan, Iran**

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

Authorized signature



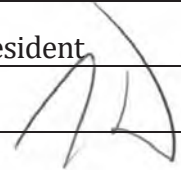
Date

11/10/2021

## **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

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

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

Company name	Dixon Resources Unlimited
Address	3639 Midway Drive Suite B345
City/State/Zip	San Diego, CA 92110
Telephone No.	213-716-6933
Fax No.	619-221-8006
Email address	julie@dixonresourcesunlimited.com
Printed name	Julie Dixon
Position with company	President
Authorized signature	



## **Required Clauses for Federal Funds Certifications**

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

### **APPENDIX II TO 2 CFR PART 200**

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

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

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

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

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

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

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

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

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

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

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

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

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

# **Required Clauses for Federal Assistance provided by FTA**

## **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

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

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

## **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

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

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

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

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

### **DISADVANTAGED BUSINESS PARTICIPATION**

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

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

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

### **ENERGY CONSERVATION REQUIREMENTS**

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

### **FEDERAL CHANGES**

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

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

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

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

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

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

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

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

## **State Notice Addendum**

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

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

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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